Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois/62764

February 24, 2004

SUBJECT: Unmarked Route
Project NHCB-008(097)
Section 119-1BR-I
Randolph County
Item No. 129, March 5, 2004 Letting
Addendum A

TO PROSPECTIVE BIDDERS:

In accordance with your request, we have sent you plans and a proposal for the subject improvement.

Enclosed herewith is one copy each of the following described material:

1. Revised Page 2 of the Schedule of Prices.
2. Revised Sheets 2, 3, 4, 5, 6, 10 & 34 of the Plans.
3. Revised Page ii of the Table of Contents to the Special Provisions.
4. Added Pages 125, 126 & 127 to the Special Provisions.

Prime contractors must utilize the enclosed material when preparing their bid and must include any Schedule of Prices changes in their bidding proposal. Bidders using computer generated bids are cautioned to reflect any and all Schedule of Prices changes, if involved, into their computer programs.

If proposal sheets are printed back to back, bidders are cautioned to exercise care when inserting revised and/or added special provisions into their proposals.

Please call 217/782-7806 if any of the above described material is not included in this transmittal.

Very truly yours,

Ted B. Walschleger, P. E.
Engineer of Project Development
and Implementation

cc: Mary C. Lamie; Roger Driskell; R. E. Anderson; Jim White; Design & Environment File

TBW:MS:jc

If you plan to submit a bid directly to the Department of Transportation

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later that 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors receiving paper plans and/or proposals who are wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) or Contractors downloading plans and/or proposals who are wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT)and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans"(BDE 124) or "Request for Authorization to Bid/or Not For Bid Status"(BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

ADDENDA: It is the contractor's responsibility to determine which, if any, addenda pertains to any project they may be bidding. Failure to incorporate all relevant addenda may cause the bid to be declared unacceptable. When the Department implements electronic **ONLY** Plans and Proposals it will not send addenda to individual plan holders. Each addendum will be placed with the electronic Plan and/or Proposal. Addenda will also be placed on the Addendum Checklist and each subscription service subscriber will be notified by e-mail of each addendum issued. The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website www.dot.state.il.us before submitting final bid information.

IDOT is not responsible for any e-mail related failures.
Questions may be directed to Jim Duncan at 217-782-7806 or duncanjr@nt.dot.state.il.us.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	**Call**
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806
Electronic plans and proposals	217/785-5875

ADDENDUMS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested/downloaded prior to the date of the addendum, an addendum package should have been mailed to the planholder or updated electronically on IDOT's website. If plans/proposals were ordered/downloaded after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

RETURN WITH BID

129

Proposal Submitted By
Name
Address
City

Letting March 5, 2004

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

NOTICE TO PROSPECTIVE BIDDERS
This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

Notice To Bidders, Specifications, Proposal, Contract and Contract Bond

Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 76602
RANDOLPH County
Section 119-1BR-I
Project NHCB-D8(97)
Route UNMARKED
District 8 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

☐ A Bid Bond is included.

☐ A Cashier's Check or a Certified Check is included

Prepared by

Checked by F

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?: Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of $15 for each set of plans and specifications issued.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond

2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

RETURN WITH BID

Illinois Department of Transportation

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

   _____

   for the improvement identified and advertised for bids in the Invitation for Bids as:

   Contract No. 76602
   RANDOLPH County
   Section 119-1BR-I
   Project NHCB-D8(97)
   Route UNMARKED
   District 8 Construction Funds

   The rehabilitation of the covered bridge over Little Mary's River located in a roadside rest stop approximately 4 miles northeast of Chester along Illinois Route 150. The work will consist of replacing the roof, floor, and siding of the existing structure, as well as repairing the existing timber trusses, providing a steel support frame under the existing bridge and raising the bridge above the 50 year highwater elevation.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

Amount of Bid			Proposal Guaranty	Amount of Bid			Proposal Guaranty
Up to		$5,000	$150	$2,000,000	to	$3,000,000	$100,000
$5,000	to	$10,000	$300	$3,000,000	to	$5,000,000	$150,000
$10,000	to	$50,000	$1,000	$5,000,000	to	$7,500,000	$250,000
$50,000	to	$100,000	$3,000	$7,500,000	to	$10,000,000	$400,000
$100,000	to	$150,000	$5,000	$10,000,000	to	$15,000,000	$500,000
$150,000	to	$250,000	$7,500	$15,000,000	to	$20,000,000	$600,000
$250,000	to	$500,000	$12,500	$20,000,000	to	$25,000,000	$700,000
$500,000	to	$1,000,000	$25,000	$25,000,000	to	$30,000,000	$800,000
$1,000,000	to	$1,500,000	$50,000	$30,000,000	to	$35,000,000	$900,000
$1,500,000	to	$2,000,000	$75,000	over		$35,000,000	$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _____ $( ). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 76602

State Job # - C-98-021-04
PPS NBR - 8-00033-0000
County Name - RANDOLPH- -
Code - 157 - -
District - 8 - -
Section Number - 119-1BR-I

Project Number NHCB-00D8/097/000

Route UNMARKED

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0300188	WATER SERV CONNECTION	L SUM	1.000				
X0321600	FORM LINER TEX SURF	SQ FT	177.000				
X0322001	TUCKPOINT MASONRY JTS	FOOT	480.000				
X0322283	VIDEO SURV SYS COMP	EACH	1.000				
X0323607	FIRE PROTECTION SYS	L SUM	1.000				
X0323608	FIRE ALARM SYSTEM	L SUM	1.000				
X0323609	MECHANICAL BLDG STRUC	L SUM	1.000				
X0323610	ELECTRICAL DIST SYSTM	L SUM	1.000				
X0323700	REM RELOC PICNIC TABL	EACH	1.000				
X0324192	PAINTING TMBR STRUCT	SQ FT	3,910.000				
X0324193	JK & SHR EXIST BRIDGE	L SUM	1.000				
X0324194	REM & REP CEDAR SHNG	SQ FT	2,710.000				
X0324195	REMOVAL EX SIDING	SQ FT	3,208.000				
X0324196	LIMESTONE MASONRY	CU YD	60.300				
X8011010	TELEPHONE SERV INSTAL	L SUM	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 76602

State Job # - C-98-021-04
PPS NBR - 8-00033-0000
County Name - RANDOLPH- -
Code - 157 - -
District - 8 - -
Section Number - 119-1BR-I

Project Number: NHCB-00D8/097/000
Route: UNMARKED

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
20100210	TREE REMOV OVER 15	UNIT	84.000				
20400800	FURNISHED EXCAV	CU YD	716.000				
25001000	SEEDING CL 2 SPL	ACRE	0.600				
25100630	EROSION CONTR BLANKET	SQ YD	840.000				
28000250	TEMP EROS CONTR SEED	POUND	100.000				
28000300	TEMP DITCH CHECKS	EACH	3.000				
28000400	PERIMETER EROS BAR	FOOT	278.000				
* 28100209	STONE RIPRAP CL A5	TON	1,733.000				
* 28200100	FILTER FAB FOR RIPRAP	SQ YD	1,387.000				
35100500	AGG BASE CSE A 6	SQ YD	378.000				
40300100	BIT MATLS PR CT	GALLON	142.000				
40300300	BIT MATLS C&S CT	GALLON	228.000				
40300500	COVER COAT AGG	TON	4.000				
40400800	SEAL COAT AGG	TON	4.000				
50102400	CONC REM	CU YD	3.200				
		* REVISED : FEBRUARY 23, 2004					

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 76602

State Job # - C-98-021-04
PPS NBR - 8-00033-0000
County Name - RANDOLPH- -
Code - 157 - -
District - 8 - -
Section Number - 119-1BR-I

Project Number: NHCB-00D8/097/000
Route: UNMARKED

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
50102700	MASONRY REM	CU YD	7.100				
50105100	REM EXIST TIMBER FLR	EACH	1.000				
50300225	CONC STRUCT	CU YD	49.200				
50300320	ELAST BEARING ASSY T2	EACH	4.000				
50500105	F & E STRUCT STEEL	L SUM	1.000				
50501110	STRUCT STEEL REMOV	POUND	2,790.000				
50700105	TREATED TIMBER	F.B.M.	5,386.000				
50700205	UNTREATED TIMBER	F.B.M.	13,388.000				
50700305	HARDWARE	POUND	7,390.000				
50800205	REINF BARS, EPOXY CTD	POUND	3,910.000				
542D0229	P CUL CL D 1 24	FOOT	38.000				
54215559	MET END SEC 24	EACH	1.000				
58700200	BRIDGE SEAT SEALER	SQ FT	183.000				
60239400	INLETS TA SPL T8G	EACH	1.000				
63400105	GUARD POSTS	EACH	24.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 76602

State Job # - C-98-021-04
PPS NBR - 8-00033-0000
County Name - RANDOLPH- -
Code - 157 - -
District - 8 - -
Section Number - 119-1BR-I

Project Number: NHCB-00D8/097/000
Route: UNMARKED

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
63400205	GUARD POSTS REMOV	EACH	17.000				
67000400	ENGR FIELD OFFICE A	CAL MO	6.000				
67100100	MOBILIZATION	L SUM	1.000				
70103700	TRAF CONT COMPL	L SUM	1.000				
72400330	REMOV SIGN PANEL T3	SQ FT	24.000				
72400730	RELOC SIGN PANEL T3	SQ FT	24.000				
80400105	ELECT SERV INSTALL SP	EACH	1.000				

CONTRACT NUMBER **76602**

THIS IS THE TOTAL BID **$** _____

NOTES:

1. **Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.**
2. **The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.**
3. **If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.**
4. **A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.**

RETURN WITH BID

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is $150,700.00. Sixty percent of the salary is $90,420.00.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or $10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois “Drug Free Workplace Act” applies to this contract and it is necessary to comply with the provisions of the “Act” if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of $5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor’s workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor’s policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

I. ADDENDA

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than $10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

_____
(Bidding Company)

_____ _____
Name of Authorized Representative (type or print) Title of Authorized Representative (type or print)

_____ _____
Signature of Authorized Representative Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than $90,420.00? YES ____ NO___
3. Does anyone in your organization receive more than $90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO __
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than $90,420.00? YES ____ NO __

   (Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable**. The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

_____

_____

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A
Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of $10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than $90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

_____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):

% or $ value of ownership/distributable income share: _____

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
Yes ___ No __

If your answer is yes, please answer each of the following questions.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No __

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds $90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. _____
_____

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds $90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No __

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds $90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No __

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ___No __

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___No __

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds $90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
_____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds $90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No __

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds $90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No __

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___No __

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___No __

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statues of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___No __

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___No __

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___No __

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___No __

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
Yes ___ No __

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
Yes ___ No __

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

Completed by: _____ _____
Signature of Individual or Authorized Representative — Date

NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

_____
Name of Authorized Representative (type or print)

_____
Title of Authorized Representative (type or print)

_____ _____
Signature of Authorized Representative — Date

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of $10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No __
If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE SIGNED

_____
Name of Authorized Representative (type or print)

_____
Title of Authorized Representative (type or print)

_____ _____
Signature of Authorized Representative Date

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

(a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.

(b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.

(c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID

Illinois Department of Transportation

Contract No. 76602
RANDOLPH County
Section 119-1BR-I
Project NHCB-D8(97)
Route UNMARKED
District 8 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TOTAL Workforce Projection for Contract													TABLE B: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
			MINORITY EMPLOYEES						TRAINEES							
JOB CATEGORIES	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.		APPREN-TICES		ON THE JOB TRAINEES		TOTAL EMPLOYEES		MINORITY EMPLOYEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)																
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI-SKILLED																
LABORERS, UNSKILLED																
TOTAL																

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

*Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

FOR DEPARTMENT USE ONLY

BC 1256 - Pg 1 (Rev. 3/98)
IL 494-0454

Note: See instructions on the next page

PART II. WORKFORCE PROJECTION - continued

B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) _____ persons will be directly employed by the prime contractor and that (number) _____ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.

B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

_____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: _____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.

B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____

2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES _____ NO _____

RETURN WITH BID

Contract No. 76602
RANDOLPH County
Section 119-1BR-I
Project NHCB-D8(97)
Route UNMARKED
District 8 Construction Funds

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name _____

(IF AN INDIVIDUAL)

Signature of Owner _____

Business Address _____

_____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP)

Business Address _____

_____

Name and Address of All Members of the Firm:

_____ _____

_____ _____

Corporate Name _____

By _____

Signature of Authorized Representative

(IF A CORPORATION)

_____

Typed or printed name and title of Authorized Representative

Attest _____

Signature

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Business Address _____

_____

Corporate Name _____

By _____

(IF A JOINT VENTURE)

Signature of Authorized Representative

_____

Typed or printed name and title of Authorized Representative

Attest _____

Signature

Business Address _____

_____

If more than two parties are in the joint venture, please attach an additional signature sheet.

RETURN WITH BID

Illinois Department of Transportation

Division of Highways
Proposal Bid Bond
(Effective November 1, 1992)

Item No. _____
Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

_____

as PRINCIPAL, and _____

_____ as SURETY, are held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D., _____.

PRINCIPAL

_____
(Company Name)

By: _____
(Signature & Title)

SURETY

_____
(Company Name)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said County, do hereby certify that

_____and _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D. _____.

My commission expires _____ _____
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

_____ _____ _____
Electronic Bid Bond ID# Company/Bidder Name Signature and Title

PROPOSAL ENVELOPE

Illinois Department of Transportation

PROPOSALS

for construction work advertised for bids by the
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10” x 13” envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 76602
RANDOLPH County
Section 119-1BR-I
Project NHCB-D8(97)
Route UNMARKED
District 8 Construction Funds

Illinois Department of Transportation

Illinois Department of Transportation

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 5, 2004. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.

2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

   Contract No. 76602
   RANDOLPH County
   Section 119-1BR-I
   Project NHCB-D8(97)
   Route UNMARKED
   District 8 Construction Funds

The rehabilitation of the covered bridge over Little Mary's River located in a roadside rest stop approximately 4 miles northeast of Chester along Illinois Route 150. The work will consist of replacing the roof, floor, and siding of the existing structure, as well as repairing the existing timber trusses, providing a steel support frame under the existing bridge and raising the bridge above the 50 year highwater elevation.

3. **INSTRUCTIONS TO BIDDERS**. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

   (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS**. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2004

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-02) (Revised 1-1-04)

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

TABLE OF CONTENTS

Revised 02-24-2004

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Unmarked Route; Section 119-1BR-I, Project NHCB-00D8(097); Randolph County; Contract No. 76602 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located in a roadside rest stop along IL Route 150, approximately 4 miles northeast of Chester, Illinois.

DESCRIPTION OF PROJECT

This project includes the furnishing of all labor, materials, and equipment required to repair the existing timber covered bridge that carries an Unmarked Route over Little Mary's River. The project includes replacing the roof, floor, and siding of the existing structure, as well as repairing the existing timber trusses and providing a steel support frame under the existing bridge. The project also includes raising the bridge to above the 50 year highwater elevation, placing riprap, and all other items of work as shown on the plans and as specified herein.

PAYROLLS AND PROCEDURES

Effective: 2/5/l975 Revised: 11/7/l986, 1/14/ l994, and June 2001

The prime contractor and each subcontractor shall submit a weekly certified original and one copy of their company's payroll directly to the District Engineer.

Payrolls must be received within seven days of the payroll ending period.

Payroll data shall be submitted on Payroll Form RE 48 or an approved facsimile.

Every person paid by a contractor or subcontractor in any manner for his or her labor in the construction, prosecution, completion, or repair of this public work is **employed** and receiving "wages", regardless of any contractual relationship alleged to exist between him or her and the real employer.

Payroll data shall include all persons employed on the job site.

The following employee codes are to be used to identify each individual on the payroll:

A. **Gender:** M - Male F - Female

B. **Ethnic Group**: 1 - White 2 - Black 3 - Hispanic
4 - American Indian/Alaskan Native 5 - Asian/Pacific Islander

C. **Work Classification**: OF - Officials SU - Supervisors FO - Foremen
CL - Clerical CA - Carpenters EO - Operators ME - Mechanics
TD - Truck Drivers IW - Ironworkers PA - Painters CM - Cement Masons
EL - Electricians PP - Pipefitters TE - Technical LA - Laborers
OT - Other

D. **Employee Status**: O - Owner Operator J - Journeyman C - Company
A - Apprentice T - Trainee

Payroll data shall be submitted by the prime contractor and each subcontractor for each consecutive week, from the start to the completion of their work. When there has been no activity during a work week, a payroll is still required to be sent to the District Engineer, with the appropriate box ("No Work", "Suspended", "Completed") checked at the bottom of the Payroll Form RE 48. Do Not check any of these boxes when payroll data is being reported on the payroll.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995 Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The prime contractor and each first and second tier sub-contractor, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

a.). For contractors having IDOT contracts valued in the aggregate at $250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.

b.) For contractors having IDOT contracts valued in the aggregate at more than $250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.

II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

1. **Gender:** **M** - Male **F** - Female

2. **Ethnic Group**: **1** - White **2** - Black **3** - Hispanic
4 - American Indian/Alaskan Native **5** - Asian/Pacific Islander

3. **Work Classification**: **OF** - Official **SU** - Supervisor **FO** - Foremen
CL - Clerical **CA** - Carpenter **EO** – Operator **ME** - Mechanic
TD - Truck Driver **IW** - Ironworker **PA** - Painter **OT** - Other
EL - Electrician **PP** - Pipefitter **TE** – Technical **LA** - Laborer
CM - Cement Mason

4. **Employee Status**: **O** - Owner Operator **J** - Journeyman
C - Company **A** – Apprentice **T** - Trainee

Specific "Fixed Length Comma Delimited ASCII File Format"

Order	Field Name	Type	Size
1	Contractor Number	A	4
2	Contractor Reference Number	A	6
3	Contract Number	A	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	A	11
6	Name	A	40
7	Gender	A	1
8	Ethnic Group	A	1
9	Work Classification	A	1
10	Employee Status	A	1
11	Total Hours (0000060.00)	N	10

File Name Conventions: (Contractor Number + Report Month/Year).Txt
i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractors contract status each month on the Monthly Activity Report, Form SBE 248:

A. Contract Status: 1 - Not Started 2 - Active 3 - No Work
4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding $250,000 must provide a “Fixed Length Comma Delimited ASCII File” for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

OFFICE COPY MACHINE

Effective: January 1, 1987 *Revised: October 15, 1996*

The copier specified in Article 670.02 shall meet the following specifications:

(1) Edge-to-edge copying.

(2) Up to 275 mm x 425 mm (11 in x 17 in) size for copy-size capabilities.

(3) A detachable platen cover in order to copy portions of large-bound documents.

(4) A cabinet stand for the copier.

TELEPHONE ANSWERING MACHINE

Effective: January 11, 1990 *Revised: June 7, 1996*

The telephone answering machine specified in Article 670.02 shall meet the following minimum specifications:

(1) Time/Day Indication - A computerized voice records the date and time that each message is received.

(2) Beeperless Remote - Any remote touch-tone phone can be used to review all messages by the use of an access code.

(3) Dual-Cassette System - Pre-recorded and received messages are managed on separate cassettes.

(4) Conversation Record - The operator can record any phone call.

(5) Remote Turn-On - Any remote touch-tone phone can be used to turn on the answering machine by the use of an access code.

(6) Tape-Full Message - The Caller is advised if the message tape is too loaded to record the call.

(7) Battery Back-Up - The settings and messages are protected from power failures.

(8) Two-Line Capacity - Projects that have a second phone line through the provision of a 670.05 Engineer's Field Laboratory shall provide a single phone answering machine that services both lines.

Prior to the purchase of this item, the Contractor shall submit specifications for the proposed machine to the Engineer for his approval.

D-8 TEMPORARY EROSION CONTROL

Effective: August 1, 2002

Revise the fifth sentence of the third paragraph of Article 280.04(a) of the Standard Specifications to read:

"This work may be constructed of extruded UV resistant high density polyethylene panels, erosion control blanket, mulch barrier, aggregate barriers, excavation, seeding, or mulch used separately or in combination, as approved, by the Engineer."

Add the following paragraphs after the fifth paragraph of Article 280.04(a) of the Standard Specifications.

"A ditch check constructed of extruded, UV resistant, high density polyethylene panels, "M" pins and erosion control blanket shall consist of the following materials:

Extruded, UV resistant, high density polyethylene panels shall have a minimum height of 250 mm (10 in.) and minimum length of 1.0 m (39.4 in.). The panels shall have a 51 mm (2 in.) lip along the bottom of the panel. Each panel shall have a single rib thickness of 4 mm (5/32 in.) with a 12 mm (1/2 in.) distance between the ribs. The panels shall have an average apparent opening size equal to 4.75 mm (No. 4) sieve, with an average of 30 percent open area. The tensile strength of each panel shall be 26.27 kN/m (1800 lb/ft) in the machine direction and 7.3 kN/m (500 lb/ft) in the transverse direction when tested according to ASTM D 4595.

"M" pins shall be at least 76 mm (3 in.) by 686 mm (27 in.), constructed out of deformed grade C1008 D3.5 rod (0.211 in. diameter). The rod shall have a minimum tensile strength of 55 MPa (8000 psi).

Erosion control blanket shall conform to Article 251.04.

A section of erosion control blanket shall be placed transverse to the flowline direction of the ditch prior to the construction of the polyethylene ditch check. The length of the section shall extend from the top of one side of the ditch to the top of the opposite side of the ditch, while the width of the section shall be one roll width of the blanket. The upstream edge of the erosion control blanket shall be secured in a 100 mm (4 in.) trench. The blanket shall be secured in the trench with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge before the trench is backfilled. Once the upstream edge of the blanket is secured, the downstream edge shall be secured with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge. The polyethylene ditch check shall be installed in the middle of the erosion control blanket, with the lip of each panel facing outward.

The ditch check shall consist of two panels placed back to back forming a single row. Placement of the first two panels shall be at the toe of the backslope or sideslope, with the panels extending across the bottom of the ditch. Subsequent panels shall extend both across the bottom of the ditch and up the opposite sideslope, as well as up the original backslope or sideslope at the distance determined by the Engineer.

The M pins shall be driven through the panel lips to secure the panels to the ground. M pins shall be installed in the center of the panels with adjacent panels overlapping the ends a minimum of 50 mm (2 in.). The pins shall be placed through both sets of panels at each overlap. They shall be installed at an interval of three M pins per one meter (39 in.) length of ditch check. The panels shall be wedged into the M pins at the top to ensure firm contact between the entire bottom of the panels and the soil."

TRAFFIC CONTROL PLAN

Effective: July 12, 1993 *Revised: May 12, 1997*

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "National Manual on Uniform Traffic Control Devices for Streets and Highways", Illinois Supplement to the National Manual of Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control:

701001 702001

In addition, the following Special Provision(s) will also govern traffic control for this project:

Traffic Control Complete

Limitation of Construction: The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

1. The Contractor shall provide, erect and maintain all the necessary signs, barricades, cones, drums and lights for the warning and protection of traffic, as required by Sections 107 and 701 through 703 of the Standard Specifications, and as modified.

2. No road closures will be allowed on IL Route 150.

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981 *Revised: October 15. 1996*

This work shall be done in accordance with Article 1084.04 of the Standard Specifications and Highway Standard 702001 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 1 square meter (10 square feet) or more shall be mounted on two 100 mm x 100 mm (4 in x 4 in) or two 100 mm x 150 mm (4 in x 6 in) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be measured and paid for but shall be considered incidental to the contract.

STATUS OF UTILITIES TO BE ADJUSTED

NAME AND ADDRESS OF UTILITY	TYPE	LOCATION	ESTIMATED DATE RELOCATION COMPLETED

NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102 ,103, and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

TRAFFIC CONTROL COMPLETE

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, the Supplemental Specifications, these Special Provisions, and any special details and highway standards contained herein, and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, and the Special Provisions contained herein.

Before beginning any work, the Contractor shall erect break away post mounted "Trucks Entering Highway" signs, 20-1(0)-48, located 1500 feet north and south of the entrance to the covered bridge project, unless otherwise directed by the Engineer.

The Contractor shall erect Type III Barricades with “Bridge Closed” signs at the entrance at the location shown on the plans.

The Contractor shall cover the Roadside Park signs located ± ½ mile north and south of the park entrance for the duration of the contract.

The Contractor shall be responsible for the traffic control devices at all times during construction activities and shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum.

Parking of construction equipment and personal vehicles within the right-of-way will be permitted only at locations approved by the Engineer and never overnight on any roadway.

If at any time the signs are in place but not applicable, they shall be turned from the view of motorists or covered as directed by the Engineer.

Traffic Control and Protection will be measured on a lump sum basis and be paid for at the contract lump sum price for TRAFFIC CONTROL COMPLETE.

COVER COAT AND SEAL COAT AGGREGATE

This item consists of the applications of cover coat and seal coat aggregate and shall be done in accordance with Section 403 of the Standard Specifications, except that the gravel in the seal and cover coat aggregate shall come from the Meramac River. This gravel shall have a gradation of CA-14, shall consist of C quality or better, and shall meet the requirements of Section 1004 of the Standard Specifications.

The cost of performing this work will be paid for at the contract unit price per ton for SEAL COAT AGGREGATE and COVER COAT AGGREGATE which price shall include all the materials as stated above.

METAL END SECTIONS 24"

This work shall include all labor, material and equipment necessary to furnish and install the metal end sections at the locations shown on the plans. This work shall be performed in accordance with Section 542 of the Standard Specifications.

The cost of performing this work will be paid for at the contract unit price each for METAL END SECTIONS 24".

INLETS, TYPE A, SPECIAL, TYPE 8 GRATE

This work shall be done in accordance with Article 602 of the Standard Specifications. The following procedures are required:

1. Excavate around existing pipe and end section and field verify location where new inlet is to be installed. Field measure the length of Pipe Culverts, Class D, Type 1 24" before ordering.

2. Remove existing end section and install new inlet, grate and 24" pipe culvert.

3. Provide a 6" thick concrete collar around the connection of the existing 24" corrugated metal pipe and new inlet.

The cost of all work included in this special provision shall be included in the contract unit price each for INLETS, TYPE A, SPECIAL, TYPE 8 GRATE.

REMOVE AND RELOCATE PICNIC TABLES

This work shall include all labor, material and equipment necessary to remove and relocate the picnic table and concrete slab to the location shown on the plans or as directed by the Engineer.

The Contractor shall level the concrete slab at the new location prior to relocating the existing picnic table. All work necessary and any additional material required to provide a level surface shall be included in the cost of this pay item.

It shall be the Contractor’s responsibility to ensure that the existing picnic table and supporting concrete slab are not damaged during their relocation. Any damage to the picnic table or slab shall be repaired by the contractor at his expense to the satisfaction of the Engineer.

The cost of performing this work will be paid for at the contract unit price each for REMOVE AND RELOCATE PICNIC TABLES.

GUARD POSTS REMOVAL

This work shall include all labor, material, and equipment required to remove and dispose of the existing timber guard posts at each end of the bridge, as directed by the Engineer.

All removed material shall become the property of the contractor.

The cost of performing this work will be paid for at the contract unit price each for GUARD POSTS REMOVAL.

GUARD POSTS

This work shall include all material, labor and equipment required to place the guard posts as shown on the plans and as directed by the Engineer. This work shall be done in accordance with Sections 634 and 1007 of the Standard Specifications, except that the guard posts shall be fabricated from osage orange timber.

The guard posts shall have a diameter of 8", shall be embedded a minimum of 36 inches below final ground elevation, and shall extend up 30 inches above final ground elevation.

Inspection for the treated osage orange Guard Posts shall be per the requirements of the Illinois Department of Transportation Bureau of Materials and Physical Research Policy Memorandum 2001-08 (PM2001-08), titled "Inspection Procedures and Approved Inspection Agencies for Timber and Preservative-Treated Timber Products". The inspection shall be performed by an independent agency engaged by the Contractor, or by the Contractor's supplier and subject to the approval of the District Materials Engineer.

The timber product inspection shall be per the requirements of PM2001-08, additionally, the evidence of inspection shall require both individual pieces stamped with approved hammer markings stamp and a written certification from the inspection agency. The written certification shall state the species and commercial grade, size and compliance with appropriate treatment standards. This certification shall be signed by an authorized representative of the inspection agency and shall state the posts conform to the requirements for quality and preservative treatment as specified in Articles 1007.09(b) and 1007.12 of the IDOT Standard Specifications. Written certification shall be signed by an authorized representative of the inspection agency and shall show inspection agency name and standards, plant identification, type of chemical and minimum retention. The certification shall list the quantity of material being certified and the specific contract number of this project.

The cost of performing this work will be paid for at the contract unit price each for GUARD POSTS.

REMOVE SIGN PANEL - TYPE 3

This work shall include all labor and equipment to remove the existing sign that is mounted on the south face of the existing bridge and shall be done in accordance with Section 724 of the Standard Specifications. Care shall be taken in removing the existing sign as to not damage it in any way.

The cost of performing this work shall be paid for at the contract unit price per square foot for REMOVE SIGN PANEL – TYPE 3.

RELOCATE SIGN PANEL - TYPE 3

This work shall include all labor, equipment and material required to transport and install the sign panel taken from the existing bridge and attach it to the existing sign located near the existing out building at the south end of the site as shown on the plans. The sign panel shall be installed as directed by the Engineer. If the removed sign is determined to be of a material that is deemed unacceptable or of poor quality, a new sign, white with black letters having the exact wording and similar material as the existing sign, shall be manufactured and put in its place. This work shall be done in accordance with Section 724 of the Standard Specifications.

The cost of performing this work shall be paid for at the contract unit price per square foot for RELOCATE SIGN PANEL - TYPE 3, which will include the cost of the new sign if the existing sign is determined to be unacceptable.

PROTECTION OF EXISTING STRUCTURE

It shall be the Contractor's responsibility to protect all parts of the existing bridge to remain in place and those to be removed and reinstalled from staining or damage during construction activities (e.g., concrete placement, masonry tuckpointing, etc.). The methods and materials employed by the Contractor to conform to this provision shall be sufficient to perform their intended function and shall be agreed to by the Engineer. If staining or damage does result, it shall be the Contractor's responsibility to replace or clean such damaged materials at his own expense, to the satisfaction of the Engineer. All costs of conforming to this provision shall be included with the contract.

REMOVAL OF EXISTING SIDING

This work shall consist of furnishing all material and labor necessary to remove and dispose of the existing siding as shown on the plans and as directed by the Engineer.

Included in this item shall be the removal and disposal of the existing siding, including battens, end posts, horizontal support members, and connection members to the main trusses.

All removed material shall become the property of the contractor.

This work will be paid for at the contract unit price per square foot for REMOVAL OF EXISTING SIDING, which price shall be payment in full for all labor, equipment, and materials necessary to perform the work as specified.

REMOVE AND REPLACE CEDAR SHINGLES

This work shall consist of furnishing all material, equipment and labor necessary to remove and dispose of the existing cedar shingles and the subsequent replacement with new cedar shingles as specified herein, as shown on the plans, and as directed by the Engineer.

Included in this item shall be the removal, disposal and replacement of the shingles, the repair and realigning of the roof rafters as required, repositioning and securing truss top chord diagonal bracing, and replacing any deteriorated 1" thick by varying width nailers as shown on the plans and as directed by the Engineer.

The new shingles shall be red cedar #2, shall have a nominal thickness of ½ inch, a length of 24 inches, and random widths varying from 4 inches to 14 inches. The shingles shall be preservative treated with chromated copper arsenate that meets the requirements of AWPA Standard P5, Type A, Type B or Type C. The minimum preservative retention shall be 0.40 pounds per cubic foot and shall meet the requirements of AWPA Standard C2. The new shingles shall have a 30 year warranty against decay and termite attack.

A sample of the shingle shall be submitted to the Engineer for his/her approval to size, appearance, and physical properties prior to ordering the material. The sample shall be accompanied by a product data sheet that details the wood species, grade, preservative treatment, and warranty information. The Contractor shall comply with all the manufacturer's warranty requirements and shall provide any required warranty information to the Engineer in a timely manner to ensure that he/she does not cause a delay or deficiency in the terms of the warranty. The Engineer shall be responsible for registering the product as owned by the Illinois Department of Transportation.

The shingles shall be attached with galvanized fasteners of the size and type defined in the written recommendation of the shingle manufacturer.

The manufacturer shall provide written certification of species, grade, and pressure treatment. The certification shall list the quantity of each material being certified and the specific contract number of the project. Additionally, shingles shall be identified with the required markings for grade and preservative treatment when required per respective specification.

The removed existing shingles shall become the property of the Contractor.

This work shall be paid for at the contract unit price per square foot for REMOVE AND REPLACE CEDAR SHINGLES which price shall be payment in full for all labor, equipment and materials necessary to perform the work as specified.

REMOVAL OF EXISTING TIMBER FLOOR

This work shall consist of furnishing all material and labor necessary to remove and dispose of the existing bridge floor as shown on the plans and as directed by the Engineer.

Included in this item shall be the removal and disposal of the existing timber deck, curbs, floor joists, floor joist bridging, floor beams and related hardware. It shall also include removal of the existing cross bracing between the existing floor beams and reconnecting the cross bracing to the new floor beams. Reconnection of the cross bracing shall be in a manner similar to the existing connections.

All removed material shall become the property of the contractor.

This work will be paid for at the contract unit price each for REMOVAL OF EXISTING TIMBER FLOOR, which price shall be payment in full for all labor, equipment, and materials necessary to perform the work as specified.

STRUCTURAL STEEL REMOVAL

This item shall consist of furnishing all material, equipment and labor necessary to remove and dispose of existing structural steel on the bridge as shown on the plans and as directed by the Engineer.

The removal of the existing steel channels under the bottom chords, the steel hangers at each panel point, and the tension tie at each end of each truss shall not be removed until the temporary shoring system is in place and supporting the bridge.

All removed materials shall become the property of the Contractor.

This work shall be paid for at the contract unit price per pound for STRUCTURAL STEEL REMOVAL, which price shall be payment in full for all labor, equipment, and materials necessary to perform the work specified.

UNTREATED TIMBER

This work shall be performed in accordance with Sections 507 and 1007 of the Standard Specifications, except as modified herein.

All structural timber shall be Red Oak conforming to the requirements for the stresses and grades as specified in the plans, and shall be rough sawn to the dimensions shown on the plans. Nominal sizes will not be permitted.

Grading for Red Oak shall be per the "Standard Grading Rules for Northeastern Lumber" published by the Northeastern Lumber Manufacturing Association (NELMA). Inspection shall be per the requirements of the Illinois Department of Transportation Bureau of Materials and Physical Research Policy Memorandum 2001-08 (PM2001-08), titled "Inspection Procedures and approved Inspection Agencies for Timber and Preservative-Treated Timber Products". The inspection shall be performed by an independent agency engaged by the Contractor, or by the Contractor's supplier and subject to the approval of the District Materials Engineer.

The timber product inspection shall be per the requirements of PM 2001-08, additionally, the evidence of inspection shall require both individual pieces stamped with approved grade stamp and a written certification from the inspection agency. The written certification shall state the species of commercial grade, size classification, and the extreme fiber stress in bending, Fb, with a listing of all adjustment factors applied to reach the Fb value. This certification shall be signed by an authorized representative of the inspection agency and shall state the grading was conducted in accordance with the NELMA grading rules and shall list the quantity of each material being certified, plant identification, and the specific contract number of this project.

Members included in this item are bottom chord truss members, truss verticals, floor beams, floor joists, deck planks, curbs, siding support members, siding connectors, and knee braces.

Included in this item shall be the removal of the bottom chords of the truss and removal of the deteriorated truss members. This removal shall only be performed after the temporary shoring system is in place.

Method of Measurement. This work shall be measured in accordance with Article 507.17 of the Standard Specifications except that the computation of quantity will be based on actual width and thickness of the material. Only work accepted by the Engineer shall be measured for payment.

Basis of Payment. This work, including all labor, materials and equipment necessary to perform the work as specified, shall be paid for at the contract unit price per foot board measure for UNTREATED TIMBER.

TREATED TIMBER

This work shall be performed in accordance with Sections 507 and 1007 of the Standard Specifications, except as modified herein.

All structural timber shall be Red Oak conforming to the requirements for the stresses and grades as specified in the plans, and shall be rough sawn to the dimensions shown on the plans. Nominal sizes will not be permitted.

All roof nailers, roof rafters, rafter extensions, siding members and battens, end-posts, and wood members in contact with concrete shall be treated in accordance with Section 1007 of the Standard Specifications.

Grading for Red Oak shall be per the "Standard Grading Rules for Northeastern Lumber" published by the Northeastern Lumber Manufacturing Association (NELMA). Inspection shall be per the requirements of the Illinois Department of Transportation Bureau of Materials and Physical Research Policy Memorandum 2001-08 (PM2001-08), titled "Inspection Procedures and approved Inspection Agencies for Timber and Preservative-Treated Timber Products". The inspection shall be performed by an independent agency engaged by the Contractor, or by the Contractor's supplier and subject to the approval of the District Materials Engineer.

The timber product inspection shall be per the requirements of PM2001-08, additionally, the evidence of inspection shall require both individual pieces stamped with approved grade stamp and a written certification from the inspection agency. The written certification shall state the species of commercial grade, size classification, and the extreme fiber stress in bending Fb, with a listing of all adjustment factors applied to reach the Fb value and compliance with the appropriate treatment standards. This certification shall be signed by an authorized representative of the inspection agency and shall state the product conforms to the requirements for quality and preservative treatment as specified in Article 1007.12 of the IDOT Standard Specifications. Written certification shall show inspection agency and standards, plant identification, type of chemical, and minimum retention. The certification shall be signed by an authorized representative of the inspection agency and shall state the grading was conducted in accordance with the NELMA grading rules and shall list the quantity of each material being certified, plant identification, and the specific contract number of this project.

Method of Measurement. This work shall be measured in accordance with Article 507.17 of the Standard Specifications except that the computations of quantity will be based on actual width and thickness of the material.

Basis of Payment. This work, including all labor, materials and equipment necessary to perform the work as specified, shall be paid for at the contract unit price per foot board measure for TREATED TIMBER.

JACKING AND SHORING EXISTING BRIDGE

This work shall consist of furnishing all material, equipment and labor for the construction and subsequent removal of the complete shoring and jacking support system as shown on the plans and as specified herein. The support system includes jacks, support beams, shims and necessary cribbing necessary to support the bridge while members are being repaired and/or replaced. The Jacking and Shoring system shall also be used to raise the existing timber structure to its new elevation and to support it while the existing abutments are being modified.

The Contractor shall submit procedures and details of his proposed jacking and shoring system for approval by the Engineer prior to construction or ordering of materials. Design calculations for the proposed shoring system shall be submitted to the Engineer for approval, and shall be sealed by a Structural Engineer licensed to practice in the State of Illinois. The Engineer's approval will not relieve the Contractor of his responsibility for the safety of the structure.

The shoring system shall provide support for the bridge at each truss panel point and shall be in place prior to the removal of existing structural steel on the bridge. It shall also be in place prior the replacement of the truss bottom chords and truss verticals.

At the option of the contractor, the existing bridge may be lifted and stored at an on-site work area on the north side of the existing structure, as shown on the plans and as directed by the Engineer. If the Contractor elects to utilize the on-site work area, he/she shall replace any and all damaged trees with new trees of the species damaged at a ratio of 1:1. If the on site work area is utilized, it will not be paid for separately, but shall be included in the price bid for this item.

This work shall be paid for at the contract lump sum price for JACKING AND SHORING EXISTING BRIDGE, which price shall be payment in full for all the labor, equipment and materials required to perform the work as specified. The removal of the existing siding, removal of existing structural steel, repair of existing timber trusses, and the erection of structural steel and hard wood shims are not included in this item but are included elsewhere in this contract under separate items.

TUCKPOINTING MASONRY JOINTS

This work shall consist of furnishing all material, equipment and labor necessary to clean all exposed surfaces of the existing stone masonry abutments and wingwalls, remove all deteriorated mortar from the existing mortar joints as directed by the Engineer, and tuckpoint mortar joints where material has been removed.

General Requirements: The tuckpointed mortar joints shall match the existing mortar joints in color, texture, and joint profile. The cleaning of the existing masonry shall be done prior to tuckpointing existing deteriorated mortar joints to ensure that the existing color can be matched as close as possible.

Quality Assurance: Prior to the start of tuckpointing, the Contractor shall prepare a sample panel approximately 5' high by 5' wide in a discreet location on one of the existing abutments, as directed by the Engineer, demonstrating the materials and methods to be used for cleaning. Within this panel, the Contractor shall prepare a sample area approximately 3' high by 3' wide demonstrating the quality of workmanship expected in the removal of mortar from joints and the quality of materials and workmanship expected in tuckpointing mortar joints. The Engineer shall approve the sample panel before commencing work, and the approved panel shall be used for the control for the appearance of the finished work.

Weather: Clean masonry surfaces only when air temperatures are 40 degrees F. or above and will remain so until masonry has dried out. Tuckpoint existing masonry mortar joints only when air temperatures are between 40 degrees F. and 80 degrees F. and will remain so for at least 48 hours after completion of work.

Materials:

Portland Cement shall be from one of the producers on IDOT's Approved List of Qualified Cement Plants located on the IDOT internet site. Written manufacturer certification that the product meets ASTM C 150, Type I shall be provided.
Hydrated Lime shall have written certification from the manufacturer that the product meets ASTM C 207, Type S.
Aggregate: Aggregate shall be supplied from an IDOT certified source and shall meet the requirements of Article 1004.02. The shipping ticket shall clearly state the gradation and "A quality".
Colored Mortar Pigment: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with satisfactory performance in masonry mortars.
Water: Potable.

Mortar Mix: The mix for tuckpointing mortar joints shall consist of one part white portland cement, two to four (2-4) parts lime, and six to twelve (6-12) parts colored mortar aggregate. Mortar shall be similar to Type O, and shall have a minimum 28-day compressive strength of 350 psi.

The Contractor shall make available to the Engineer 9-2"x4" cylinder molds conforming to the ASTM C470 for preparing cylinders for Departmental strength testing for each day mortar is mixed. The Contractor shall also provide the Engineer use of a straightedge, spatula, and spoon as described in ASTM C780. The Engineer shall prepare 9 cylinders to the requirements of ASTM C780 for each day on the first satisfactory batch to be used by the Contractor. The specimens shall be removed from the molds by the Engineer at 24 hours and stored in a similar fashion as the curing of the tuckpointing until time of testing. The Department shall strength test 3 cylinders at 3 days, 7 days and 28 days. Each of the three cylinders tested shall meet or exceed 350 psi for a passing test. Failure to meet the 350 psi strength requirement at 28 days shall be cause for removal and replacement of all tuckpointing represented by that days cylinders.

Batches that vary in proportions or consistency from the tested batch as determined by the Engineer may be cause for additional test cylinders to be made. The Contractor shall be responsible for providing additional molds per the Engineer's direction.

The mortar used for tuckpointing shall be prepared by thoroughly mixing cementitious and aggregate materials together before adding any water. Measure the cementitious and aggregate materials in a dry condition by volume or equivalent weight. Do not use shovel measure. Then mix again by adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this form for 1 to 2 hours. Add remaining water in small portions until a stiff trowelable mortar is achieved. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

Surface Preparation: Remove all plant growth, moss, and shrub growth completely from masonry prior to cleaning. Clean masonry in an orderly fashion working from top to bottom and from one end of the surface to be cleaned to the other. Use only cleaning methods that have been previously approved by the Engineer, and which do not leave streaks on or damage the existing stone masonry.

Rake out mortar joints to a depth of 2 ½ times their width, but not less than ¾" nor less than a depth required to expose sound unweathered mortar. Remove mortar from masonry surfaces within the raked joints to expose masonry for contact with pointing mortar. Brush, vacuum or flush mortar joints to remove dirt and loose debris.

Do not spall edges or widen joints of existing masonry during removal of old mortar. Power operated rotary hand saws and grinders will be permitted, but only on approval of the Engineer based on submission by the Contractor of a satisfactory quality control program and demonstrated ability of operators to use such tools without damage to existing masonry. If the Engineer determines that the Contractor cannot remove old mortar without damaging existing masonry, then the old mortar shall be cut out by hand using a chisel and mallet.

Tuckpointing Joints: Rinse masonry joint surfaces with water to remove any dust and mortar particles. Time the rinsing so that excess water has evaporated or run off, and joint surfaces are damp and free of any standing water at the time of tuckpointing. Apply the first layer of tuckpointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not exceeding 3/8" until a uniform depth is reached. Compact each layer thoroughly and allow to become thumbprint hard before applying the next layer.

After joints have been filled to uniform depth, place the remaining pointing mortar in three layers with the first and second layers filling approximately 2/5 of the joint depth and the third layer filling the remaining 1/5 of the joint depth. Fully compact each layer and allow to become thumbprint hard before applying the next layer. When mortar is thumbprint hard, tool joints to match the original appearance of the joints. Cure mortar by maintaining in a damp condition for not less than 72 hours.

Method of Measurement: This work shall be measured in place per foot of mortar joint repaired.

Basis of Payment: This work shall be paid for at the contract unit price per foot for TUCKPOINTING MASONRY JOINTS, which price shall be payment in full for cleaning existing exposed masonry, providing a sample panel to be approved by the Engineer, and all labor and material required to prepare the existing masonry for tuckpointing and tuckpoint the existing masonry.

LIMESTONE MASONRY

This work shall consist of the construction of the limestone masonry wingwalls on top of the existing wingwalls as shown on the plans and as specified herein.

This work shall also include the labor required to remove the top course of masonry at each wingwall, store it for reuse, and place it as the top course of masonry on each of the four wingwalls.

The material shall be limestone quarried and cut from undisturbed, consolidated deposits of rock reasonably free of shale and shaley stone. The ledges shall be sufficiently thick to produce the required dimensions. The stone shall be reasonably free of laminations, chert, cracks and other structural defects or imperfections tending to destroy its resistance to weather. The material shall be cut from ledges that demonstrate a maximum sodium sulfate soundness of 15% loss per AASHTO T104 using a gradation meeting the CA5 of CA7 specified in Article 1004.01. The source and manufacturer of the stone shall provide written certification that the stone was cut from ledges that meet the 15% max loss per ASTM T104 and shall submit test results from an independent lab that support the certification.

The new limestone masonry shall be similar in color and texture as the existing stone. The stone shall have heights varying from 12” to 18” and shall have lengths varying from 2 feet to 6 feet. Each course shall have a constant height throughout its run. The widths of the stones shall match the width of the existing wingwalls. The stones shall be rectangular in shape with proportions of length to height not exceeding 4 to 1. The stones shall be laid so that no sawed edges or faces are exposed. Delaminated stones shall not be used.

The stones shall be laid in a mortar that shall be in the proportions of one part mason cement, one part portland cement, and five parts clean sand. The sand shall have the color and size which will produce a mortar texture and color similar to the existing mortar joints. The stone shall be laid in a pattern similar to the existing limestone masonry, and the mortar joints shall be of the same width and profile as the existing mortar joints, as directed by the Engineer. After completion of the masonry work, all mortar and mortar stains shall be cleaned from the new and existing stones.

Method of Measurement: This work shall be measured in place per cubic yard of stone masonry placed.

Basis of payment: This work shall be paid for at the contract unit price per cubic yard for LIMESTONE MASONRY, which price shall include all labor, equipment, and materials necessary to perform the work specified.

FORM LINER TEXTURED SURFACE

This work shall consist of furnishing all labor and materials required to provide a random cut stone finish to the concrete surfaces at locations shown on the plans by the use of suitable form liners. It shall also include all labor and materials required to provide a concrete color as specified herein.

The random cut stone finish shall have a height of approximately 16” with random widths varying from 2’ to 6’ similar to Dura Form Pattern #11016 manufactured by Custom Rock. The concrete color shall match the color of the existing stone masonry after the stone masonry has been cleaned as required for tuckpointing masonry joints. The Engineer shall approve the form liner and concrete color before commencing work.

The Contractor shall submit specifications and clear pictures of 3 form liner options to the Engineer at the Pre-Construction Meeting. These options will be submitted to the Illinois Historic Preservation Agency for selection. The Contractor will be notified within 10 working days of the selected form liner.

All concrete shall be furnished and placed in accordance with the normal requirements of Section 503 of the Standard Specifications, as applicable, except as hereinafter specified for surfaces requiring a random cut stone finish.

The Contractor shall take special care to maintain the specified clearance of reinforcement bars from concrete valley surfaces. Form ties shall be located in the texture valley and shall be of the "snap tie" type with sufficient break-back so holes can be plugged.

In order to establish procedures to achieve a texture satisfactory to the Engineer, the Contractor shall submit to the Engineer for approval a 2’-8”x6' minimum sample panel prior to casting the project member or unit. The sample panel shall be cast in a vertical position using the concrete mix and aggregate proposed for use in the work. Concreting operations and stripping of forms in preparation of the sample panel shall follow actual work procedures in so far as practical. The approved sample panel shall be used as the control for the appearance of the finished work, and any work found to be unsatisfactory to the Engineer shall be corrected, or redone, as required by the Engineer.

Method of Measurement. The limits used to measure the area of textured surface will be those dimensions indicated on the plans or as directed by the Engineer and the area computed in square meters (square yards).

Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for FORM LINER TEXTURED SURFACE.

PAINTING TIMBER STRUCTURE

This work shall consist of furnishing all labor, equipment, and material required to paint the exterior of the new bridge siding as specified herein. It shall also include staining the siding, trim and fascia of the new mechanical building structure as shown in the plans and as specified herein.

Painting of the bridge shall include one coat of an exterior oil-based primer and two coats of an exterior latex paint. The paint may be sprayed on, however, all coats shall be back-rolled immediately after spraying to ensure a uniform coat and finish. Preparation of the surfaces receiving paint shall be in accordance with the paint manufacturer's recommendations. The finish coat shall have a color matching Sherwin Williams' color SW2839 (Roycroft Copper Red) and shall have a satin finish.

Acceptable primer and paint products for the exterior of the bridge include the following:

1. Sherwin Williams A-100 Exterior Oil Wood Primer
   Sherwin Williams A-100 Exterior Latex Paint

2. Benjamin Moore Moorcraft Superspec Alkyd Exterior Primer 176
   Benjamin Moore Moorcraft Superspec Latex House and Trim Paint 170

3. Valspar American Tradition Oil Based Exterior Primer
   Valspar American Tradition Latex Paint

The stain used for the new mechanical building shall match in color that of the existing out building located at the south end of the project site. The new mechanical building shall receive two coats of stain. The stain shall be applied in accordance with the manufacturer's recommendations. Preparation of the surfaces to receive paint shall be in accordance with the paint manufacturer's recommendations.

Acceptable stain products for the mechanical building structure include the following:

1. Glidden Endurance Latex Stain
2. Benjamin Moore Moorwood Latex Stain
3. Sherwin Williams Woodscapes Latex Stain

Method of Measurement: This work will be measured in square feet for the area of timber structures painted.

Basis of Payment: This work, including all labor, equipment and material necessary to perform the work as specified, shall be paid for at the contract unit price per square foot for PAINTING TIMBER STRUCTURE.

FIRE PROTECTION SYSTEM

Description. The work to be performed shall consist of furnishing, installing and testing of all piping, fire-suppression piping and equipment for a Dry-pipe, pre-action, fire-suppression system, including piping, valves, specialties, automatic sprinklers and Siamese connection. Work includes an underground water line and an electrical conduit for fire detection. Related Special Provision includes the "Fire Alarm Systems".

1.1 DEFINITIONS

A. Working Plans: Documents, including drawings, and material specifications prepared according to NFPA 13 for obtaining approval from authorities having jurisdiction.
B. Equipment, Accessory and Piping Pressure Rating: 175-psig minimum working-pressure rating.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

A. Design sprinklers and obtain approval from authorities having jurisdiction. (Ordinary Hazard.)
B. Design sprinkler piping according to the following and obtain approval from authorities having jurisdiction.
    1. Maintain a pre-action system for the entire bridge structure. The sprinklers shall have elements.
    2. Include losses through water-service piping, valves and check valves.
C. Components and Installation: Capable of producing piping systems with 175-psig minimum working-pressure rating, unless otherwise indicated.
D. Equipment, Accessory and Piping Pressure Rating: 175-psig minimum working-pressure rating.

1.3 SUBMITTALS

A. Submit manufacturer's technical product data and installation instructions for the following:
    1. Pipe and fitting materials and methods of joining sprinkler piping.
    2. Pipe hangers and supports.
    3. Valves, including specialty valves, accessories and devices.
    4. Fire department connections. Include type; number, size and arrangement of inlets; caps and chains; size and direction of outlet; escutcheon and marking; and finish.
    5. Sprinklers, escutcheons and guards. Include sprinkler flow characteristics, mounting, finish and other pertinent data.
        a. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
        b. Shop Drawings may be incorporated into other fire suppression piping system Shop Drawings.

B. Prepare approval drawings of fire protection system indicating pipe sizes, pipe locations, fittings, shutoffs, equipment, etc. Submit two copies, bearing stamp and/or signature of licensed Fire Protection Engineer for approval. Submit three approved copies, bearing stamp and/or signature of all agencies stated above to the Engineer before proceeding with installation.

C. Prepare hydraulic calculations of fire protection systems. Submit two copies, bearing stamp and/or signature of licensed Fire Protection Engineer for approval. Submit three approved copies bearing stamp and/or signature of all agencies stated above to Engineer before proceeding with installation.

D. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping" and "Contractor's Material and Test Certificate for Underground Piping".

E. Maintenance Data: For each type of sprinkler specialty and fire pump to include in maintenance manuals.

F. Estimated pipe sizes and pipe routing is shown from the service throughout the bridge for the sprinkler distribution system.

G. Any questions in regards to these items or any items as defined in the specifications shall be directed to the Engineer prior to bidding. The interpretation of the Engineer in regards to the intent of this specification shall be final. Even if the Sprinkler Contractor has approved fire protection drawings from all governing agencies, if it does not meet the intent as defined in the specification, the Engineer shall reject the drawings and the Contractor shall go through the submittal process again.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has designed and installed fire-suppression piping similar to that indicated for this Project and obtained design approval and inspection approval from authorities having jurisdiction.

B. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by a qualified Professional Engineer.

C. Professional Engineer Qualifications: A Professional Engineer who is legally qualified to practice in jurisdiction where this Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of fire-suppression piping that are similar to those indicated for this Project in material, design and extent.

D. Manufacturer Qualifications: Firms whose equipment, specialties, and accessories are listed by product name and manufacturer in UL's "Fire Protection Equipment Directory and FM's Fire Protection Approval Guide" and that comply with other requirements indicated.

E. Sprinkler Components: Listing/approval stamp, label or other marking by a testing agency acceptable to authorities having jurisdiction.

F. Electrical Components, Devises and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

G. NFPA Standards: Equipment, specialties, accessories, installation and testing complying with the following:
   1. NFPA 13, "Installation of Sprinkler Systems."

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Sprinkler Cabinets: Finished, wall-mounting steel cabinet and hinged cover, with space for a minimum of six spare sprinklers plus similar wrench. Include the number of sprinklers required by NFPA 13 and wrench for sprinklers. Include separate cabinet with sprinklers and wrench for each type of sprinkler on Project.

Materials

2.1 PIPING MATERIALS

A. Refer to Execution "Piping Applications" Article for applications of pipe, tube fitting and joining materials.

2.2 PIPES AND FITTINGS

A. Underground
   1. Ductile-Iron Pipe: AWWA C151, push-on-joint type; with cement-mortar lining and seal coat according to AWWA C104. Include rubber gasket according to AWWA C111.
   2. Cast-Iron Threaded Flanges: ASME B16.1.
   3. Cast-Iron Threaded Fittings: ASME B16.4
   4. Malleable-Iron Threaded Fittings: ASME B16.3
   5. Steel, Threaded Couplings: ASTM A 865.
   6. Steel Welding Fittings: ASTM A 234/A 234M, ASME B16.9, or ASME B16.11
   7. Steel Flanges and Flanged Fittings: ASME B16.5

B. Above Ground
   1. Galvanized Schedule 40 black steel with threaded fittings.
   2. ASTM A53 or A120.
   3. Fittings: Screwed ASTM A197 galvanized malleable iron, banded, 150 lbs (WOG).

2.3 JOINING MATERIALS

A. Ductile-Iron, Flanged Joints: AWWA C115, ductile-iron or gray-iron pipe flanges, rubber gaskets, and steel bolts and nuts.
B. Transition Couplings: AWWA C219, sleeve type or other manufactured fitting the same size as, with pressure rating at least equal to, and with ends compatible with piping to be joined.

2.4 FIRE-PROTECTION-SERVICE VALVES

A. General: UL listed and FM approved, with minimum 175-psig nonshock working-pressure rating.
B. Gate Valves, NPS 2 and Smaller: UL 262; cast-bronze, threaded ends; solid wedge; OS&Y; and rising stem.
C. Indicating Valves, NPS 2-1/2 and Smaller: UL 1091; butterfly or ball-type, bronze body with threaded ends; and integral indicating device.
    1. Indicator: Visual
    2. Indicator: Electrical 115-V ac, pre-wired, single-circuit, supervisory switch.
D. Gate Valves, NPS 2-1/2 and Larger: UL 262, iron body, bronze mounted, taper wedge, OS&Y, and rising stem. Include replaceable, bronze, wedge facing rings and flanged ends.
E. Swing Check Valves, NPS 2-1/2 and Larger: UL 312, cast-iron body and bolted cap, with bronze disc or cast-iron disc with bronze-disc ring and flanged ends.

2.5 SPRINKLERS

A. Automatic Sprinklers:
    1. All locations shall have heat-responsive element complying with the following:
        a. UL 199, for applications except residential.
        b. UL 1767, for early suppression, fast-response applications.
B. Sprinkler Types and Categories: Nominal ½-inch orifice for “Ordinary” temperature classification rating, unless otherwise indicated or required by application.
C. Sprinkler types, features and options including the following:
    1. Pendent sprinklers.
    2. Upright sprinklers.
D. Sprinkler Finishes: Bronze and wax coated, all sprinklers.

2.6 FIRE DEPARTMENT CONNECTIONS

A. Exposed Fire Department Connections: UL 405, cast-brass body, inlets with threads according to NFPA 1963 and matching local fire department sizes and threads, and bottom outlet with pipe threads. Include brass, lugged caps, gaskets, and brass chains, brass, lugged swivel connection and drop clapper for each hose-connection inlet; and round, wall, brass, escutcheon plate with marking “AUTO SPRINKLER”.

2.7 ALARM DEVICES

A. General: Types matching piping and equipment connections.
B. Water-Motor-Operated Alarms: UL 753, mechanical-operation type with pelton-wheel operator with shaft length, bearings, and sleeve to suit wall construction and 10-inch-diameter, cast-aluminum alarm gong with red-enamel factory finish. Include NPS ¾ inlet and NPS 1 drain connections.

2.8 PRESSURE GAGES

A. Pressure Gages: UL 393, 3-1/2- to 40-1/2-inch-diameter dial with dial range of 0 to 250 psig.

Execution

3.1 PREPARATION

A. Do not use welded joints with galvanized steel pipe.
B. Flanges, unions, and transition and special fittings with pressure ratings the same as or higher than system's pressure rating may be used in aboveground applications, unless otherwise indicated.
C. Piping between Fire Department Connections and Check Valves: Use galvanized, standard-weight steel pipe with threaded ends; cast- or malleable-iron threaded fittings; and threaded joints.
D. Underground Service-Entrance Piping: Use ductile-iron, mechanical-joint pipe and fittings and restrained joints.
E. Sprinkler Piping: Use galvanized, standard-weight steel pipe with galvanized threaded ends on small piping and galvanized victaulic fittings and couplings on larger piping.

3.2 VALVE APPLICATIONS

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
    1. Fire-Protection-Service Valves: UL listed and FM approved for applications where required by NFPA 13.
        a. Shutoff Duty: Use ball valves.
    2. General-Duty Valves: For applications where UL-listed and FM-approved valves are not required by NFPA 13.
        a. Shutoff Duty: Use ball valves.

3.3 JOINT CONSTRUCTION

A. Dissimilar-Piping-Material Joints: Construct joints using adapters or couplings compatible with both piping materials. Use dielectric fittings if both piping materials are metal.

3.4 PIPING INSTALLATION

A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicated general location and arrangement of piping. Install piping as indicated, as far as practical.
B. Install underground service-entrance piping according to NFPA 24 and with restrained joints.
C. Use approved fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.
D. Install unions adjacent to each valve in pipes NPS 2 and smaller. Unions are not required on flanged devices.
E. Install flanges or flange adapters on valves, apparatus, and equipment having NPS 2-1/2 and larger connections.
F. Install “Inspector’s Test Connections” in sprinkler piping, complete with shutoff valve, sized and located according to NFPA 13.
G. Install sprinkler piping with valve vents for complete system drainage.
H. Install ball drip valves to drain piping between fire department connections and check valves. Drain to outside.
I. Install alarm devices in piping systems.
J. Hangers and Supports: Comply with NFPA 13 for hanger materials. Install according to NFPA 13 for sprinkler system.
K. Install pressure gages on riser or feed main, at each sprinkler test connection. Include pressure gages with connection not less than NPS ¼ and with soft metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they will not be subject to freezing.

3.5 SPECIALTY SPRINLER FITTING INSTALLATION

A. Install specialty sprinkler fittings according to manufacturer’s written instructions.

3.6 VALVE INSTALLATION

A. Install fire-protection specialty valves, trim, fittings, controls, and specialties according to NFPA 13 manufacturer’s written instructions and authorities having jurisdiction.
B. Ball valves: Install fire-protection-service valves supervised-open, located to control sources of water supply except from fire department connections. Provide permanent identification signs indicating portion of system controlled by each valve.

3.7 SPRINKLER APPLICATIONS

A. General: Use sprinklers according to the following applications:
    1. Sprinkler Finishes: Use sprinklers with the following finishes:
        a. Upright and Pendent Sprinklers: Rough brass and wax coated in all locations.

3.8 CONNECTIONS

A. Connect water-supply piping to sprinklers.
B. Install ball drip valves at each check valve for fire department connection. Drain to floor.
C. Connect piping to specialty valves, specialties, fire department connections and accessories.
D. Connect alarm devices to fire alarm.
E. Drawings indicate general arrangement of piping and specialties.
F. Connect sprinkler alarm valve and control panel to bridge fire alarm system. Refer to Special Provision “Fire Alarm Systems”.
G. Electrical wiring and connections are specified in special provision “Electrical Distribution System”.
H. Ground equipment:
    1. Tighten electrical connectors and terminals according to manufacturer’s published torque-tightening values. If manufacturer’s torque values are not indicated, use those specified in UL 486A and UL 486B.

3.9 PAINTING

A. Paint all exposed piping installed on and in the bridge.
B. Clean and paint according to special provision for “Cleaning and Painting New Metal Structures”. The color of the finish coat shall be Munsell No. 7.5 YR 4/2.

3.10 LABELING AND IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

3.11 FIELD QUALITY CONTROL

A. Flush, test, and inspect sprinkler piping according to NFPA 13, “System Acceptance” Chapter.
B. Replace piping system components that do not pass test procedures and retest to demonstrate compliance. Repeat procedure until satisfactory results are obtained.
C. Report test results promptly and in writing to the Engineer and authorities having jurisdiction.
D. Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including piping, and electrical connections. Report results in writing.
    1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
    2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.12 CLEANING

A. Clean dirt and debris from sprinklers.
B. Remove and replace sprinklers having paint other than factory finish.

3.13 COMMISSIONING

A. Verify that specialty valves, trim, fittings, controls and accessories are installed and operate correctly.
B. Verify that specified tests of piping are complete.
C. Verify that damaged sprinklers and sprinklers with paint or coating not specified are replaced with new, correct type.
D. Verify that sprinklers are correct types, have correct finishes and temperature ratings, and have guards as required for each application.
E. Energize circuits to electrical equipment and devices.
F. Adjust operating controls and pressure settings.
G. Coordinate with fire alarm tests. Operate as required.

3.14 DEMONSTRATION

A. Demonstrate equipment, specialties and accessories. Review operating and maintenance information.
B. Schedule demonstration with the Engineer with at least seven days' advance notice.

3.15 JACKING AND DIRECTIONAL BORING

A. At the option of the Contractor, in lieu of open trenching, shall provide a directional bore or jacking for the water line and electrical conduits between the mechanical building and the bridge.
B. Final adjustment of the bore shall be coordinated in the field with the Engineer.
B. Alignment shall be such that the bore does not effect the major root system of the trees.

Basis of Payment. This work will be paid for at the contract unit price of lump sum included under FIRE PROTECTION SYSTEM. This price shall be inclusive of all material and installation of all piping for the project including jacking and boring a water line and two electrical conduits for use by the fire alarm system.

FIRE ALARM SYSTEM

Description

1.1 SCOPE

A. Requirements: The work to be performed shall consist of furnishing all material, installation and testing of a fire alarm system for the Covered Bridge. The system shall be complete with a fixed temperature type linear heat detecting cable, controls and accessories as specified herein. All equipment or components shall be listed by UL and/or by Factory Mutual for the intended use.

B. The work under this Contract shall, in general, involve, but not necessarily be limited to, the following:

1. Interior connections to panel board in accordance with local utility company and State requirements;
2. Automatic Fire Detection System to provide detection of overheat within the bridge supporting structure including: under bridge bottom chords, and roof area;
3. Audible/visual alarm for personnel notification of alarm at utility building.
4. Alarm and trouble codes to initiate;
   (a) Open water valves upon heat detection.
   (b) Dial emergency number upon heat detection.
   (c) Initiate alarm to audible/visual devices.
   (d) Dial trouble number on loss of electricity.
   (e) Dial trouble number on loss of zone.
5. Digital dialer type transmitter for annunciation of the alarm and trouble signals to the appropriate Mutual Aid Systems. The Contractor is to arrange programming and installation of same. IDOT is to arrange all backcharges from Telephone Company and to Monitoring Services for this installation. NO EXTRA CHARGES WILL BE ALLOWED.
6. The Contractor to hire and pay for the services of the System Manufacturer's Technicians to test, calibrate, inspect and place into service the system installed by the Contractor. The Contractor will carry such costs in his lump sum. NO EXTRA CHARGES WILL BE ALLOWED.

1.2 BRIDGE PROTECTION

A. The Fire Detection and Alarm System will provide automatic alarm when the presence of an overheat signal is detected within the supporting structure of the bridge, exterior, roof areas or under bridge structure. The system shall be designed and installed to reduce the potential of a fire becoming a catastrophe, to minimize the impact on the environment and to reduce the potential for loss of the historical covered bridge. When an overheat is detected the alarm shall be activated, the phone dialer shall be activated and the water valves shall be activated.

1.3 SYSTEM PHYSICAL DESCRIPTION

A. The Fire Detection System shall consist of the following major features:
   1. Fire alarm panel with audible alarm which receives line type heat detector input, system actuation and digital dialer type transmitter for remote annunciation;
   2. Two conductor, 190 degrees F. fixed temperature linear heat detection cable, Type EPR. Linear detection cable shall be suitable for outdoor use under severe ambient temperatures and seasonal variations;
   3. Input junction box and zone termination shall be secured in NEMA-4X fiberglass enclosures for optimum weather protection. Fire alarm control panel shall be in a NEMA-4 enclosure. NEMA-1 enclosures mounted in a NEMA-4 box are not acceptable;
   4. Audible and visual alarm indicators shall be rated for weatherproof use;
   5. Electrical interface for the fire alarm control panel shall be 120 VAC, 60 Hz as indicated on the plans. The Contractor shall make all arrangements with the local utility company, as required.

1.4 REFERENCED DOCUMENTS

A. The following is a list of documents which are referenced in the body of this Specification:
   1. National Fire Protection Association (NFPA):
      a. NFPA-70 National Electrical Code (NEC);
      b. NFPA-72 National Fire Alarm Code;
      c. UL 521 Automatic Heat Detectors; and
      d. UL 6 Rigid Metal Conduit.

B. All equipment shall also conform to other published standards and codes which are generally recognized to be applicable to the work specified herein, including Underwriters' Laboratory Standard Number 521.

C. Nothing in this Specification, including invocation of certain specific standards, codes, or legislation, shall relieve the Contractor of his responsibility for compliance with the standards, codes, or legislation which are generally recognized to be applicable to the work specified herein.

D. Any conflict between the above standards and codes in this Specification shall be brought to the attention of the Engineer for written resolution prior to delivery of any components.

E. Approval must be obtained, in writing, from the Engineer to substitute other standards and codes.

1.5 REFERENCES

A. NECA – Standard of Installation.
B. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
C. NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies.
D. NEMA TC 2 – Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
E. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.
F. NEMA OS 1 – Sheet-steel Outlet Boxes, Device Boxes and Box Supports.
G. NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes and Box Supports.
H. NEMA AB1 – Molded Case Circuit Breakers.
I. ANSI/NFPA 70 – National Electrical Code.

1.6 SUBMITTAL DATA

A. The Contractor shall have the required submittal data package complete and transmitted to the Engineer for approval. A PARTIAL SUBMITTAL PACKAGE WILL NOT BE ACCEPTABLE.
B. The complete submittal data package shall consist of the Drawings, cuts and any other information in such detail as necessary for the installation, operation and maintenance of the equipment.
    1. Detailed drawings on cabinets, panels and equipment provided.
    2. Details showing all engraving, identification and nameplates.
    3. Internal wiring diagrams for panels and enclosures.
    4. Schematic diagrams showing component placement and identification.
    5. Operation and maintenance manual.
    6. All details on electrical interface points with local utility company.
    7. Documentation verifying UL and FM approvals, and
    8. Bill of materials and spare parts lists.
    9. One year warranty statement for approval.
C. Five sets of drawings indicated above shall be submitted to the Engineer.
D. Approval by the Engineer shall not relieve the Contractor of the responsibility for correctness of drawings furnished by Contractor nor their compliances with the Specifications unless so stated at the time of approval.

1.7 DELIVERY AND STORAGE

A. The Contractor shall be responsible for the care of all equipment and the facility until final acceptance by the Engineer. Storage of materials off-site during installation period shall be established by the Contractor.

1.8 PERSONNEL TRAINING

A. The Contractor has the responsibility for providing a one-day on-site training session for operating personnel from the local fire department, and Illinois Department of Transportation, at no additional cost to the Owner.

1.9 GENERAL REQUIREMENTS

A. Each fire detection and control system shall include, but not necessarily be limited to, one local FACP (Fire Alarm Control Panel), output circuits, alarm indicating circuits, linear detection zone circuits and all accessories required to provide a complete operating system meeting the requirements of these Specifications. The Fire Detection System shall interface with the respective Mutual Aid System via digital dialer type enclosed within the Fire Alarm Control Panel.

B. The Contractor shall furnish and install the Fire Detection and Control System as set forth in this Specification. The Contractor shall also inspect, calibrate, test and place into service the Fire Detection and Control System upon completion of installation. The Contractor to hire and pay for the services of System Manufacturer's Technicians to perform this inspection, calibration, testing, etc., at NO extra charge to the Owner.

C. All equipment shall be new and shall be of industrial first grade quality as to material and workmanship in accordance with best engineering practice. All equipment shall be UL and/or Factory Mutual approved.

Materials / Requirements

2.1 SYSTEM REQUIRMENTS

A. Provide all design, equipment, materials, labor, etc., required for a complete functionally integrated system as specified herein.

B. Install a complete heavy duty, outdoor approved, Fire Detection and Control System with electrically supervised, Class B, non-coded circuitry. This system shall include, but not necessarily be limited to: local alarm fire control panel, 120 VAC power supply, 24 VDC battery back up for 24 hours, 2-wire, digital type, linear heat detection cable suitable for severe weather variations, audible/visual output circuits, and all necessary components required to provide a complete, operating system meeting the requirements of this Specification. Installed life of the equipment shall be 25 years.

C. The system shall operate as specified in an environmentally wide variation of seasonal temperatures and weather conditions. Any adjustments required to achieve this shall be at the Contractor's expense.

2.2 CONTROL PANEL

A. The Fire Protection Control Panel shall operate from a 3-wire, 120 VAC supply and internal 24 VDC back up battery, all power connections, whether AC or DC, shall be separately fused within the control panel. Panel shall contain thermostatic strip heaters for severe weather operation.

B. Control panel shall include lights to indicate system power (green), trouble (yellow) and alarm (red).

C. The system shall be capable of operating 2-wire, Class B, linear heat detector circuits terminated with end-of-line supervisory devices open contact detector circuits per manufacturer's recommendations, in addition to the linear detector series loop.

D. The system control panel shall have the required detection zone(s) to accept linear heat detection cable and normally open devices. Control panel, associated circuitry and linear heat detection cable shall be of the same manufacturer, approve as a system.

E. Audible device(s) shall sound within the control panel for alarm or trouble. The device(s) shall have two (2) distinct sounds (one for trouble and one for alarm) and shall be silenced by the acknowledge / silence switch. Adequate power shall be provided within the panel to sound external alarms (bells, horns, strobes) which are to activate in event of alarm or trouble. Any alarm shall override any trouble condition.

F. The fire detection control panel shall be located in the mechanical building. A NEMA-4, surface mounted enclosure shall be provided. All manufacturers' modifications to the enclosure shall not destroy the integrity of the enclosure. Control panel shall be located within a NEMA-4 enclosure provided by the Contractor as indicated on the Drawings. All conduit connections to the panel shall be moisture sealed.

G. Shall report a device or compartment failure, such as an open or short circuit, by both audible and visual trouble signals.

H. Shall report any device immediately when it is removed from an initiating or output circuit by both audible and visual trouble signals. Battery supply shall incorporate a supervised battery monitor circuit to alarm if batteries are removed. Any quantity of detection devices and zone(s) can be in alarm at any time, up to the total number connected to the system.

I. The control panel shall include a lamp test switch to test all visual panel indicators. The lamp test shall not activate alarm or trouble circuitry.

J. All circuit modules shall be hard mounted to the panel inner frame in a manner to prevent loosening. The modules shall be supervised and replaceable.

K. All wiring shall be adequately sized based on current carrying capacities set forth by the National Electrical Code.

L. The fire alarm control panel shall contain a circuit for determining a ground fault in the detection or panel wiring.

M. Each control panel and battery box shall have an electric heater and thermostat, 120 VAC, 200 watts. Thermostat shall open at 50 degrees F. and close at 30 degrees F.

2.3 AUXILIARY RELAY CONTACTS

A. There shall be one (1) pair of heavy duty auxiliary relays, or equivalent circuitry, provided in the fire detection control panel for alarm and trouble signaling to external devices.
B. Auxiliary relays shall be field convertible from N.O. to N.C., one-half all spare contacts will be supplied in N.O. configuration, one-half shall be N.C.

2.4 POWER SUPPLY

A. System operating and supervisory power shall be from a 3-wire, 120 VAC supply per NFPA-72. Contractor responsible for supplying or arranging any special voltage transformer, constant voltage power supply that may be required for proper operation. Contractor to make arrangements with local utility company for use of available power, as indicated on Drawings.
B. Standby power shall be 24 VDC supply provided by sealed lead acid, maintenance-free batteries. Batteries shall be located within a separate surface mounted NEMA enclosure, as required. Standby power shall meet the requirements of NFPA-72 Local System for 24 hours of operation on battery standby, followed with a five (5) minute operation of the alarm circuit, common panel alarm, and all audible alarms.

2.5 DIGITAL METER / POINT LOCATOR

A digital meter shall be mounted in the control panel to locate the heat actuated point on the line heat detector. This meter shall be calibrated directly in feet of line heat detector so that an operator may be able to determine the linear distance of detector from the beginning of the line heat detector, in the detection circuit, to the actuated point.

A. Line heat detector shall be approved field spliceable fixed-temperature sensing elements comprised of two (2) current carrying wires held separated by heat sensitive insulation for detection.
B. Line heat detection circuit shall terminate in a NEMA-4X fiberglass zone box. Zone box shall have engraved label, black letters in white background to indicate zone and panel number. End-of-line portion of zone box shall have supervisory device and a test button inside in addition to required terminal strip. Tamperproof screws / bolts shall be used to hold covers on E.O.L. devices.
C. The Contractor shall verify that the lengths of linear heat detector circuits do not exceed the limits prescribed by the manufacturer of the control panel. The linear heat detector alarm temperature rating shall be 190 degrees F. The line heat detector circuits with the above temperature rating shall be run throughout the protected areas of the bridge supporting structures, underneath decking, and bolster plate timbers.
D. Line heat detector shall be fastened as required to maintain tautness by mounting hardware recommended by the line heat detector manufacturer using stainless steel mounting clips and staples.
E. A zone line heat detector shall begin at the zone box and pass through bolster plates, under deck chords, up vertically to the underside of guardrails, along top beam ridges, and lengthwise to each end of the roof area in three (3) serpentine loops. Equal coverage will be provided at each end of the structure. The undercarriage of the bridge shall also be covered by the line heat detector.

2.6 AUDIBLE / VISIBLE DEVICES

A. The system shall be provided with a horn / strobe unit mounted where shown on Drawing. Unit shall be activated when system is in alarm. Unit shall meet the requirements of the American Disabilities Act and shall be rated 15/75 Candela.

2.7 WIRE AND CABLE

A. Wire and Cable
   1. Description: Single conductor insulated wire.
   2. Conductor: Copper.
   3. Insulation Voltage Rating: 600 volts.
   4. Insulation: ANSI/NFPA 70, Type THHN/THWN or XHHW.
   5. Provide #12 AWG copper conductors in ¾" conduit, minimum, unless specified otherwise or required by the NEC.
   6. NO ROMEX (TYPE NM) CABLE SHALL BE USED ON THIS PROJECT.

B. Linear Line Detector
   1. Provide wiring as supplied by the system manufacturer.

2.8 CONDUIT

A. Conduit Requirements
   1. Underground Installations:
      a) More than five feet from foundation or pole: Use rigid steel conduit or Schedule 40 PVC conduit.
      b) Within five feet from foundation or wall: Use rigid steel conduit.
      c) Exposed and Outdoor Locations, Above Grade: Use galvanized rigid steel conduit.
      d) Sweeps and bends: Use galvanized rigid steel fittings up into equipment, at bottom of pole and for all changes in conduit direction more than ten (10) degrees.
   2. Exposed: Use rigid steel conduit.

B. Rigid Metal Conduit
   1. Manufacturers: A company specializing in manufacturing products specified in this section with a minimum of three years experience.
   2. Rigid Steel Conduit: ANSI C80.1.
   3. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match conduit.

C. Nonmetallic Conduit
   1. Manufacturers: A company specializing in manufacturing products specified in this section with a minimum of three years experience.
   2. Description: NEMA TC 2; Schedule 40 PVC, Schedule 80 PVC, DB Grade PVC.
   3. Fittings and Conduit Bodies: NEMA TC 3.

D. Conduit Supports
   1. Conduit clamps, straps and supports – Steel or Malleable Iron.

2.9 WIRING CONNECTORS

A. Connectors shall be as specified by manufacturer of cable for that use.
B. Install connectors in accordance with the National Electrical Code and standard industry practice.

2.10 GROUNDING

A. Rod Electrode
   1. Manufacturers: A company specializing in manufacturing products specified in this section with a minimum of three years experience.
   2. Material: Copper.
   3. Diameter: 3/4 inch.
   4. Length: 10 feet.
B. Grounding Connections
   1. Grounding system underground connections shall be by exothermic weld method only. Bolted connections shall not be used.
C. Wire
   1. Material: Stranded copper.
   2. Grounding Electrode Conductor: Size to meet NEPA 70 requirements.

Construction Requirements

3.1 DIGITAL DIALER

A. Digital dialer for alarm / trouble transmission to local mutual aid system via monitoring services shall be provided and connected with all charges for service for connection for the month following substantial completion of the contract paid by this Contractor. This shall include all costs for the telephone company connection. All costs shall be included in the lump sum price.
   1. The digital dialer shall be listed for fire alarm installations, and be equipped to accept at least three input alarm contacts. Alarm / trouble inputs shall be:
      a. Heat detection, emergency
      b. Water flow, emergency
      c. Loss of power, trouble
   2. The dialer shall be programmed to test phone line daily.
   3. Two phone lines shall be provided for connection to the automatic dialer. One line for emergency, one line for trouble number.

3.2 INSTALLATION

A. Install products in accordance with manufacturers instructions.
B. Provide junction boxes as called for on the drawings. Junction boxes shall be sized in accordance with the National Electrical Code requirements and as recommended by the fire detection system manufacturer. Provide a strip heater in the junction box as recommended by the fire detection system manufacturer.

Method of Measurement

Bridge Fire Alarm System shall be measured as a lump sum of unit.

Basis of Payment

The accepted Bridge Fire Alarm System will be paid for at the contract lump sum price complete in place for FIRE ALARM SYSTEM.

A. Cost to hire System Manufacturer's Technicians to test, calibrate, inspect, and place system into service and training shall be included.
B. All charges from Utility Company(ies), Fire Department Police Department, System Manufacturer, Telephone Company, and Monitoring shall be subsidiary.

ELECTRICAL DISTRIBUTION SYSTEM

Description. The work to be performed shall consist of furnishing, installing and testing all electrical systems for the project. The following general system and equipment shall be provided for the project, as a minimum but not limited to:

A. Service from meter base, 120/240V, 1-phase, 3-wire.
B. 120/240 V Disconnect Switches.
C. 120/240 V Panel.
D. Wring to fire alarm system.
E. Wiring to fire protection controller (if supplied).
F. Unit heater (hanging) with thermostat and disconnect switch.
G. Grounding.
H. Fittings.
I. Sealing.
J. Wire and cables.
K. Boxes.
L. Switches
M. Wiring devices. (GFI)
N. Light fixtures including lamps.
O. Supporting devices.
P. Identification
Q. Exterior lighting system including, base, pole and fixtures.

1.01 QUALITY ASSURANCE

A. Provide all new materials without blemish or defect, in accord with standards specified and UL listed or labeled.
B. Applicable Codes and Standards shall include State laws, Utility Company Regulations, and the applicable requirements of the following accepted Codes and Standards, without limiting the number, as follows.
    1. NFPA 13: Sprinkler System
    2. NFPA 70: National Electrical Code
    3. NFPA 72: National Fire Alarm Code
    4. NFPA 101: Life Safety Code
    5. Occupational Safety and Health Standards
    6. Building Officials Code Association 1996 BOCA

1.02 REFERENCES

A. FS-WW-C-566 - Flexible Metal Conduit.
B. FS-WW-C-581 - Galvanized Rigid Conduit (GRS).
C. NEMO EB-1 - Conduit and Cable Assemblies.
D. NEMA RN 1 - PVC externally coated GRS & EMT.
E. NEMA TC 3 - PVC fittings or use with rigid PVC conduit and tubing.
F. NEMA TC 2 - Electrical Plastic Tubing and Conduit
G. NEMA WD-5 - Specific Purpose Wiring Devices.

1.03 SUBMITTALS

A. Product data sheet and drawings for distribution panel, transformer, unit heater, wire, receptacles and light fixtures.

Materials

2.01 RACEWAYS

A. Conduit:
   1. Steel Liquidtight Flexible: Comply with FS-WW-C-566 and UL-1.
   2. Rigid Nonmetallic: Comply NEMA TC-2, PVC, Schedule 40 or 80.

2.02 FITTINGS

A. Rigid Conduit fittings and conduit bodies
   1. Comply with ANSI C 80.4, ANSI/NEMA FB 1, threaded type.
   2. Locknuts; steel or malleable iron.
   3. Bushings; insulating or insulated throat type.
   4. Couplings; threaded or gland compression malleable iron type. Setscrew or indenter type not acceptable.
B. Nonmetallic conduit fittings and conduit bodies:
   1. Comply with NEMA IC 3.

2.03 SEALING

A. Water seal exterior and underground.
   1. Seal all connections and splices to prevent entry of water. Use materials compatible with raceway and wiring device construction and approved by Engineer. Use premanufactured fittings.

2.04 SUPPORTING DEVICES

A. Anchoring.
   1. Concrete: Self-drilling anchor or powder driven studs.
   2. Wood: Wood screws.

2.05 RECEPTACLE BOXES

A. Exterior boxes utilized on interior: Cast aluminum, deep type, corrosion proof fasteners, water tight, gasketed, threaded hubs

2.06 WIRING DEVICES

A. Duplex, flush, straight blade, 3 wire GFCI, spec. grade, 20 A, 125 V. NEMA 5-20R, designed for split feed and UL approved for exterior use.

2.07 WIRE AND CABLE

A. Branch Circuit Wiring: Provide UL listed insulation for underground applicators. Conductors sized in accord with N.E.C. 75 degrees C Ampacity tables but not less than No. 12 AWG. Increase size when furthest outlet is greater than 75 feet from panelboard.
B. Wiring for systems other than power: Comply with system manufacturer's standards. No 14 AWG otherwise specified.
C. Feeder wiring: Shall be copper type XHHW, with UL listed 600 volt insulation approved for underground applications.
D. Joints and Splices:
    1. Wire No. 8 or smaller: Compression or crimp type with insulating wrap cover, or insulated twist-on spring connector.
    2. Wire N 6 or larger: Mechanical compression or bolted type connector covered with insulating tape or heat shrinkable insulation equal to conductor insulation.

2.08 LIGHTING SYSTEMS

A. Light fixtures - See light fixture schedule on the Drawings.
   1. Fixture model numbers are intended to include all of fixture description. Provide complete fixture as required.
   2. "or equal" is to be equivalent in every way and will be reviewed at the shop drawing level.

B. Ballasts for Fluorescent Fixture (Electronics):
   1. UL listed and CBM approved.
   2. Shall have a minimum power factor 0.99.
   3. Shall have less than 10% total harmonic distortion.
   4. Shall have less than 6% third hormonic distortion.
   5. Rapid start ballast shall have less than 1.5 lamp current crest factor (LCCF) and instant start ballast shall have less than 1.7 (LCCF).
   6. Rapid start ballasts being series wired shall maintain full cathode heat during operation. Instant start ballast shall have parallel lamp operation.
   7. Shall have a 5 year warranty which specifies both ballast replacement.
   8. Shall operate lamps at a frequency of 25 KHz or higher with less than 2% lamp flicker.
   9. Shall operate at input voltages of 120 +/- 10% at 60 Hz. Light output shall remain constant for line voltage fluctuations within 5%.
   10. Shall comply with EMI and RFI limits set by the FCC (CFR 47 Part 18) for non-residential applications and not interfere with normal electrical equipment.
   11. Shall withstand transients as specified by ANSI C.62.41 for location category as in the normal mode and location A1 in the common mode.
   12. Shall provide normal rated lamp life as stated by lamp manufacturers.
   13. Shall meet sound rating "A".
   14. Be UL Listed Class P, Type 1 outdoor, and CSA Certified.
   15. Acceptable manufacturers:
      a. Osram/Sylvania
      b. Advance Centium
      c. Magnatek
   16. Ballasts in rooms <u>with</u> occupancy sensors shall be:(Series connection) – Rapid Start.
   17. Ballasts in rooms <u>without</u> occupancy sensors shall be: (Parallel connection) – Instant Start.
   18. Ballast in fire rated ceiling shall have proper fire rated certification.

C. Ballasts for HID:
   1. High power factor potted.
   2. Shall have sound rating equal to a fluorescent A rating.

D. Fluorescent Lamps: (3500K)
   1. All lamps shall comply with the National Energy Act 1992.

      Sylvania G.E. Philips

E. Metal Halide Lamps:
   Venture

F. All lamps failing during the first eighty days of burning shall be considered defective and shall be replaced when scheduled by Owner.

2.09 FABRICATION AND MANUFACTURER

A. Fluorescent Fixtures:
   1. UL listed for location utilized.
   2. Recessed fixtures shall be constructed to fit type and manufacturer of ceiling(s) being used, and be complete with all necessary frames and hardware.
   3. Internal fixture wiring shall comply with the requirements of NEC.

B. HID Fixtures:
   1. UL Listed for location utilized.
   2. Fused.
   3. Internal fixture wiring shall comply with NEC requirements.

Execution

3.01 INTERFREFACES

A. Coordinate work with other construction so that interference between piping, equipment, structural and electrical work will be avoided.

B. When interference develops, Engineer will decide which equipment will be relocated; regardless of which apparatus was installed first.

3.02 SERVICE CONNECTIONS

A. Provide service connections at meter socket, shown on drawings, for all electrical systems.

3.03 CONDUIT SIZING, ARRANGEMENT. AND SUPPORT

A. Size conduit for conductor type installed 3/4 in. minimum size.

B. Maintain minimum 6 inch clearance between conduit and piping.

C. Install watertight convenience receptacles with grounding pole on top when mounted vertically or with grounding pole on right when mounted horizontally.

D. Seal all connections on receptacles with seal coat compound and wrap with two layers tape.

3.04 CONDUIT INSTALLATION

A. Conduit runs.
   1. Size all conduit as indicated on drawings; where not shown, in accordance with National Electrical Code. Make all conduit systems mechanically and electrically continuous from source of current to all outlets, and ground in accordance with the National Electric Code.
   2. Prevent the accumulation of water, foreign matter or concrete in the conduits during execution of work. Temporarily plug conduit, blowout and swab before wires are pulled.
   3. Fasten conduits to all sheet metal boxes and cabinets with two locknuts, in accord with NEC, where insulated bushings are used and where bushings cannot be brought into firm contact with the metal enclosures; otherwise, use at least a single locknut and bushing.
   4. Seal each underground joint and make watertight.
   5. Where building construction or other conditions make it impossible to use standard thread couplings, install watertight threaded unions.

B. Cut conduit square using a saw or pipecutter; de-burr cut ends.

C Bring conduit to the shoulder of fittings and couplings and fasten securely.

D. Use conduit hubs or sealing locknuts for fastening conduit to cast boxes, and for fastening conduit to metal boxes in damp or wet locations.

E. Install no more than the equivalent of four 90-degree bends between boxes.

F. Use hydraulic one-shot conduit bender or factory elbows for bends in conduit larger than two inches size.

G. Provide No. 12 AWG insulated conductor or suitable pull string in empty conduit, except sleeves and nipples.

H. Provide UL listed expansion joints where conduit crosses building expansion or seismic joints.

I. Wipe plastic conduit dean and dry before joining. Apply full even coat of cement to entire area that will be inserted into fitting. Let joint cure for 20 minutes minimum.

3.05 CONDUIT INSTALLATION SCHEDULE

A. Underground installations. Rigid steel conduit, intermediate metal conduit, or Schedule 40 plastic conduit. Type A plastic conduit encased in concrete envelope.

B. Installations in or under concrete slab, or underground. Rigid steel conduit, intermediate metal conduit, or Schedule 40 plastic conduit.

C. Exposed outdoor locations. Rigid steel conduit or intermediate metal conduit.

3.06 WIRE AND CABLE

A. All 120 V wiring shall be in conduit.
B. Pull all conductors into raceway at same time
C. Protect exposed cable from damage.
D. Make conductors continuous from outlet to outlet. Do not make splices except in outlet on junction boxes. Make all feeder cables continuous from origin to panel or equipment terminations without running splices in intermediate pull or boxes, unless, specifically indicated on the drawings or approved in writing by the Engineer.
E. Do not exceed conduit fill established by the National Electrical Code for number of conductors installed in a raceway.
F. Use minimum wire sizes in no case less than shown on the drawings or specified herein.
    1 Control and signal #14 AWG.
    2. Branch circuits.
        a. Where the farthest outlet of a single 120 v. branch circuit is less than 75 feet from panelboard, use #12 AWG wire between all outlets and for home run of that circuit.
G. Do not pull any cable or wire in a raceway until conduit system is complete and internal raceway has been cleaned. Strain on cables shall not exceed manufacturer's recommendations during pulling. Use pulling lubricant, compatible with insulation and covering, that will not cause deterioration of insulation or jacket covers of cables or conductors. Use pulling lubricant recommended by wire manufacturer.
H. Provide each cable or conductor in panels, pullboxes or troughs with a permanent pressure-sensitive label with suitable numbers or letter for each identification. Identify control wires at each end and in junction boxes with designated wire numbers corresponding to control schematic drawings.
I. Provide wires and cables entering equipment or panels with enough stack to eliminate stretched, angular connection. Neatly arrange wiring, bundle and fan out to termination panels. Make minimum bending radius for conductors in accord with National Electrical Code.
J. Support all conductors in vertical raceways in accord with National Electrical Code.
K. Leave at least six inch loops or ends at each outlet for installation of devices or fixtures. Roll up all wires in outlet boxes not for connection to fixture or device at that outlet, splice together and tape.
L. Upon completion of cable and wire installation, but before termination to equipment, test each wire for grounds and short circuits. Replace or correct defective wiring.
M. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
N Route exposed conduit parallel and perpendicular to beams.
O. Use conduit hubs or sealing locknuts for fastening conduit to cast boxes, and for fastening conduit to sheet metal boxes in damp or wet locations.

P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
Q. Install UL labeled expansion fittings complete with grounding jumpers where conduits cross expansion joints, and where metal conduit straight run exceeds 200'. All expansion couplings shall have copper bonding conductions sized in accordance with the National Electrical Code.
R. Provide grounding in accordance with the NEC.
S. Equipment Grounding Conductor: Provide separate, green insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or busing.
T. Connections at exterior lighting fixtures shall be sealed and suitable for direct immersion.

3.07 BOXES

A. Location of outlets shown on the drawings is diagrammatic only. Coordinate exact location of outlets with equipment connection requirements. Engineer may alter the location of outlets shown within a six foot radius prior to installation.
B. Protect all outlet boxes from entry of foreign materials.
C. Independently support all boxes. No parts of the weight or stress thereof shall be borne by conduits terminating therein.
D. Plug all unused openings. Use threaded plugs for cast boxes and snap in metal plugs for sheet metal boxes.
E. Install boxes in accordance with NECA "Standard of Installation."
F. Install Boxes in locations as required for splices, taps, wire pulling equipment connections and compliance with regulatory requirements.
G. Paint all conduit, boxes, fittings, supports. etc., with two coats of metal paint color to match bridge paint.
H. Orient boxes to accommodate wiring devices oriented as specified.

3.08 LIGHTING

A. Installed so as not to be hidden or obstructed by any piping, ducts, etc. running under same.
B. Where an interference prohibits installation of fixture or hangers, etc. Contractor shall notify Architect/Engineer for decision.
C. See that fixtures are not covered with insulation. Insulation and/or fire rating tents shall be kept a minimum of three inches from fixtures.
D. Lens and louvers shall not be installed in fixtures until room is complete and has been cleaned, fixtures shall be cleaned prior to installing lens and louvers.
E. Fluorescent Fixtures:
    1. Surface Mounted Fixtures:
        a. In general, support all fluorescent fixtures from the building structure.
        b. Rigidly attached to surface on which mounted with screws, bolts, anchors or toggle bolts as appropriate for surface on which fixtures are to be installed.
        c. Supported as follows:
            1. A minimum of two supporting points per foot of fixture on wall mounted fixtures.
            2. Ceiling mounted fixtures up to four foot wide and four foot long shall have a minimum of four supporting points (one at each corner).
            3. Fixtures smaller than 4 ft. in length shall have a minimum of two supporting points.
    2. Pendant Mounted Fixtures:
        a. Pendant fixtures shall be suspended with swivel type hangers and stems unless otherwise noted on drawings.

F. HID Fixtures:
    1. Bracket Mounted:
        a. Complete with all required hardware and auxiliary supports provided by fixture manufacturer.

G. ADJUST AND CLEAN
    1. Fixtures installed prior to finishing of room surfaces shall be protected against damage.
    2. Prior to acceptance of work by Owner. All burned-out lamps shall be replaced.
    3. Fixtures which require aiming shall be aimed during evening hours as mutually coordinated with contractor, owner, and engineer.
    4. Fixtures shall be checked for proper alignment, and all doorframes, lens, are properly seated, adjusted, and are in good working order.
    5. Prior to acceptance of work by Owner, all fixtures shall be cleaned of all illumination depreciating matter.

3.09 CONTROL OF LIGHTS

A. Where the control of any light is not clearly shown on plans, or clearly specified, obtain this information from the Architect/Engineer in writing before starting the conduit work. Bidder shall include in their bid the switching control of every light fixture in the building not so indicated on the Drawings.

3.10 FIELD QUALITY CONTROL

A. Perform field inspection and testing.
B. Inspect wire for physical damage arid proper connection.
C. Verify continuity of each branch circuit conductor.
D. Provide panelboard directory correctly identify breakers(s) feeding the equipment required.

3.11 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.
B. Clean exposed surfaces and restore finish.

Basis of Payment. This work will be paid for at the contract price of lump sum included under ELECTRICAL DISTRIBUTION SYSTEM. This price shall include all electrical systems for the project including wiring to alarm panel and fire pump/controller.

MECHANICAL BUILDING STRUCTURE

Description. This work to be performed shall consist of all material and labor for the construction of a new utility building for the housing of electrical panels and mechanical pipe for the fire alarm and protection systems.

Material. Foundations slabs are to be constructed of reinforced cast-in-place concrete and masonry units as shown on the drawings and per Section 503 of the Standard Specifications.
Masonry block walls are to be hollow unreinforced units in accord with IDOT Section 1042 and with ASTM C90, Grade S, Type 1, Standard weight 7-5/8"H x 15-5/8"L x 7-12"W and 7-5/8"H x 15-5/8"Lx 7-5/8"W.
Color: Brown.
Mortar for masonry wall construction and bond beam placement shall conform to ASTM C270, Type S. (Colored)
Anchor bolts for cap plates to be ½" diameter conforming to ASTM A307.
Roof framing to be constructed of pre-engineered truss assembly set on 24" centers.
Ice and water dam protection sheet shall be installed directly to the top of the roof sheathing with wrapped ends.
Fascia material to be Western Red Cedar Timber in the nominal sized of 1 x 8 ripped and 1 x 4 trim material.
Roof Deck shall be constructed of a 5/8 tongue and grove plywood.
Exterior door shall consist of a 3'-0"W x 6'-8"H insulated steel door and associated door hardware. Hardware shall include three (3) heavy-duty stainless steel hinges, lockable heavy-duty stainless steel lever with lockset, weather stripping and grouted steel jamb (painted).
Insulation of the walls shall be 6" batt insulation with attached vapor barrier.
Exterior framed wall shall be constructed of Kiln dried 2 x 6 yellow pipe studs on 16" O.C. with pressure treated base plate and double cap boards.
Siding shall be ¾" x 12" Western Red Cedar with 2-1/2" battens concealing joints.
Soffit vent shall be aluminum with perforations for airflow and screen for insect control.
Ridge vent shall be constructed of Western Red Cedar with blocking and insect screen as detailed.
Roofing shall be cedar shingles. See special provision for "Remove and Replace Cedar Shingles" for shingle material. Anchor to 1" x 2" treated strapping to promote air circulation. Install fifteen (15) sixteen (16) feet on sheathing before installing strapping and shingles.
Painting. Paint exterior hollow metal frame and door with two (2) coats of rust proof enamel over manufacturer prime coat submit color chart for selection by Engineer and IDOT.
Staining. See special provision for "Painting Timber Structure".
Interior wall and ceiling surfaces shall be 7/16 OSB board with .030 laminated white textured fiberglass (FRP). Install with seam molding and corner trim accessories. Install per manufacturer. NUDO Products or equivalent.
Concrete floor shall be sealed per manufacturer's direction.
Pour-in-place concrete shall be 3000 lb. reinforced concrete as detailed on drawings.

Execution. Building construction methods shall follow standard procedures for commercial construction conforming to the BOCA 1999 Building Code.

Basis of Payment. This work will be paid for at the contract price of lump sum for MECHANICAL BUILDING STRUCTURE. This price shall include the cost of excavating and backfilling, installation of the entire structure, including fasteners and clean up of the structure when complete.

VIDEO SURVEILLANCE SYSTEM

Description. The work to be performed shall consist of furnishing, installing and testing all electrical systems for the project. The following general system and equipment shall be provided for the project, as a minimum but not limited to:

A. 120C service from panelboard.
B. Digital video recorder (DVR).
C. DVR software.
D. Color monitor.
E. Cameras.
F. Weatherproof housing.
G. Grounding.
H. Fittings.
I. Sealing.
J. Wire and cables.
K. Boxes.
L. Conduits.
M. Supporting devices.
N. Identification.

1.01 QUALITY ASSURANCE

A. Provide all new materials without blemish or defect, in accord with standards specified and UL listed or labeled.

Materials

2.01 SCOPE

A. Provide a complete, functioning, microprocessed based, code-complying, and tested closed circuit television system, as specified and shown on drawings
B. CCTV Acceptable Manufacturers:
   1. Toshiba
   2. Dedicated Micros
   3. PILCO
   4. Panasonic

2.02 CCTV EQUIPMENT

A. Digital Video Recorder (DVR)
1. Optimized and Designed for Microsoft® Windows 2000®
2. Supports up to 16 Control Outputs.
3. Supports up to 16 Alarm Inputs.
4. Remote System Operation & Administration.
5. Supports multiple Simultaneous Remote Connections.
6. PAN/TILT/ZOOM Controls
7. Simultaneous Search, Playback, and Backup.
8. Video Indexes for Easy Searching.
9. Multipule Levels of Security Access.
10. Up to 16 Looping Outputs.
11. POS and ATM Support.
12. One (1) Composite Output.
13. Up to eight (8) Camera Inputs.
14. Durable, Rackmount Case.
15. Output the Video to a NTSC/PAL Display.
16. 120 GB Hard Drive.
17. Supports Digital Watermarking.
18. Continuous, Motion Detection, Alarm, Pre-Alarm, and Scheduled Recording Modes.
19. Hardware Watchdog.
20. 720 x 480 / 720 x 240 / 350 x 240 NTSC Recording Resolution.
21. 720 x 576/ 720 x 288 / 360 x 240 NTSC Recording Resolution.
22. Capabilities to operate and additional remote video monitor.
23. Built-in software.

B. CCTV DVR Software Capabilities:
1. On screen menu.
2. Remote access through LAN, WAN, ISDN, and TCP/IP internet (DSL, cable modem, TI, etc.)
3. Motion alarm recording.
4. Up to 60 second pre/post alarm recording for both motion and sensor input activity.
5. Remote alarm notification and management.
6. Up to eight (8) channels of audio with time sync, audio/video playback.
7. Video loss detection.
8. Preview search via thumbnail images.
9. Up to 240 pictures per second recording (PPS).
10. Each camera adjustable up to 30 PPS.
11. All cameras viewable in real time.
12. Resolution capabilities up to 720 x 480.
13. Interface with on screen menu with PTZ cameras.

C. CCTV Color Video Monitor

1.	Screen Size	13 inches
2.	Horizontal Resolution	450 lines
3.	Format Standard	NTSC 525 Lines/ 60 Hz
4.	Comb Filter	Digital Y/C
5.	Black Level Expander	Yes
6.	Three Language On-Screen Display	Yes
7.	Composite Video Input	1.0V P-P 75 OHM Neg. Sync Bridged Output
8.	S-Video Input	Y:1.0Volt P-P 75 OHM Neg. Sync. C:0.286V P-P 75 OHM Neg. Sync.
9.	Video Output	1 Channel, BNC-Type Connector
10.	Audio Power	1 Watt

D. CCTV Cameras (Minimum Requirements):

1.	Pick-Up Element	1/3” Interline Transfer CCD
2.	Effective Picture Elements	510 (H) x 492 (V)
3.	Resolution	350 TVL Horizontal
4.	Minimum Subject Illumination	0.2 Lux @ F1.2
5.	AWB Range	2,700°K to 10,000°K
6.	Lens Mount	CS
7.	Backlight Compensation	User Settable (On/Off)
8.	S/N Ratio	50 dB
9.	Video Output	VBS 1V P-P (75 Ω)
10.	Video Format	NTSC, 2:1 Interlace
11.	Sync System	Line-Lock/Internal
12.	Line-Lock V-Phase Adjustment	User Adjustable 0° - 300°
13.	Gamma Compensation	0.45 fixed
14.	Shutter Control	AES (1/60 to 1/10,000)
15.	AGC	18 dB User Settable (On/Off)
16.	Ambient Temperature	14°F to 122°F
17.	Camera Mounting Method	¼ inch x 20 Threaded Hole Provided (Top and Bottom)
18.	Power Supply	AC 24V ± 10% / 60 Hz ± 1 Hz DC 12 V ± 10%
19.	Dimensions	2.46 inch (W) x 1.97 inch (H) x 4.45 inch (D)
20.	Weight	21.2 ounces
21.	Auto-Iris Lens Support	DC/Video, 4 Pin Connector
22.	Day/Night Function	On/Off, H:40IRE, L:20IRE (User Settable 20IRE or 40IRE Threshold)
23.	Safety Standard	UL2044, CSA
24.	Emission Standard	FCC class A, IEC/A
25.	External cameras shall include vandal resistant weatherproof housing.	

Execution

3.01 INSTALLATION

A. Provide power from nearest available power source.
B. Color code and identify all wiring at terminals.
C. Install all devices as per manufacturer's recommendations and align as per the Engineer's directions.
D. All wiring at camera location shall be installed in bracket arms.
E. Install all cabling with no splices and only from termination to termination.
F. Include all accessories and associated labor for a complete system.

3.02 PRODUCT HANDLING

A. Deliver each piece of equipment in durable shipping cartons. Maintain shipping cartons through shipping, storage and handling, as required, to prevent damage, eliminate dirt contamination and moisture contamination.
B. Store cartons inside and protect from weather.

3.03 WARRANTY

A. Provide warranty covering the entire closed circuit television system, including parts and labor, for a period of one (1) year from the date of the Engineer's written acceptance, and offer the using agency an extension of warranty for not less than five (5) years.
B. Repair services shall be within one hundred (100) miles of project and will respond within two (2) hours of a call for service, including Saturdays, Sundays, and holidays, at no premium rate charge.

3.04 TESTS

A. After complete installation of the closed circuit television system, test and balance entire system for functionality prior to Engineer's acceptance.
B. Testing shall be accomplished by factory trained personnel.
C. All testing equipment shall be furnished by manufacturer.
D. Upon completion of each testing, submit a complete, certified, written report of system status to the A/E.
E. Testing and inspection of complete system shall be performed at one (1) month intervals for the first three (3) months of the warranty, and at three (3) month intervals thereafter for duration of warranty. Time of testing and inspection shall be at the discretion of the Engineer.

3.05 TRAINING

A. Provide two (2) one-hour training sessions for IDOT's personnel.
B. Training shall be accomplished utilizing factory-trained personnel.
C. Time and location of training sessions shall be at the option of the using agency.

3.06 DOCUMENTATION

A. Provide IDOT with two (2) complete drawing books and operations and maintenance manuals for the closed circuit television system.
B. Drawing books and operations and maintenance manuals shall be in addition to any shop drawing requirements.
C. Drawing Books: All drawings developed specifically for this project shall be reduced to 11 x 17 inches and complied, in an orderly manner, in a three-ring binder. Drawing books shall be assembled after fabrication, installation and testing of equipment, and shall incorporate any changes made after shop drawing approval.
D. Provide an overall block diagram showing the major interconnections between substations. Block diagrams shall not show each individual station, but in block form, show all equipment common to more than one station.
E. Provide custom point-to-point (terminal-to-terminal of all devices) wiring diagrams showing all interconnecting wiring. Wire identification and color-coding on the diagrams shall agree with the wire markers and color-coding installed on the equipment.
F. Provide custom cabinet drawings. Equipment arrangement on the drawing shall be the same as the actual installation.
G. Operation and Maintenance Manuals: All literature specifically for this project shall be complied in an orderly fashion, in a three-ring binder. Manuals shall be assembled after fabrication, installation and testing of equipment, and shall incorporate any changes made after shop drawing approval.
H. Provide manufacturer's standard literature covering all equipment. Manuals shall contain specifications, theory of operations, adjustment, procedures, circuit schematics, component location diagrams and replacement part identification. All references to equipment supplied for this project shall be highlighted.

3.07 PROGRAMMING

A. Provide all programming necessary to tailor system to IDOT.
B. Programming shall be accomplished by factory-trained personnel.

Method of Measurement

Video Surveillance System shall be measured as a lump sum unit.

Basis of Payment

The accepted Bridge Fire Alarm System will be paid for at the contract lump sum price complete in place for VIDEO SURVEILLANCE SYSTEM.

A. Cost to hire System Manufacturer’s Technicians to test, calibrate, inspect, and place system into service and training shall be included.
B. All charges from System Manufacturer shall be subsidiary.

WATER SERVICE CONNECTION

The work shall consist of all labor, equipment and material required to provide a tapping sleeve, service valve and box, new water service pipe and fittings, thrust blocks, excavation, backfill seed and mulch for all disturbed areas and as shown on drawings.

1.1 SUBMITTALS

A. Submit manufacturer's product data and installation instructions for the following:

1. Pipe and fitting material and methods of joining piping.
2. Tapping sleeve.
3. Service valve and box.

MATERIALS

2.1 PIPE AND FITTINGS

A. Underground
1. Ductile-Iron Pipe: AWWA C151, push-on-joint type; with cement-mortar lining and seal coat according to AWWA C104. Include rubber gasket according to AWWAC111.
2. Cast-Iron Threaded Flanges: ASME B16.1.
3. Cast-Iron Threaded Fittings: ASME B16.4.
4. Malleable-Iron Threaded Fittings: ASME B16.3.
5. Steel, Threaded Couplings: ASTM A 865.
6. Steel Welding Fittings: ASTM A 234/A 234M, ASME B16.9, or ASME B16.11.
7. Steel Flanges and Flanged Fittings: ASME B16.5.

2.2 JOINING MATERIALS

A. Ductile-Iron, Flanged Joints: AWWA C115, ductile-iron or gray-iron pipe flanges, rubber gaskets, and steel bolts and nuts.
B. Transition Couplings: AWWA C219, sleeve type or other manufactured fitting the same size as, with pressure rating at least equal to, and with ends compatible with piping to be joined.

EXECUTION

3.1 PREPARATION

A. Obtain and pay for all tapping and permit fees.
B. Underground service piping: Use subtile – iron, mechanical – joint pipe and fittings and restrained joints.
C. Finalize service route and excavate to maintain a buried depth of 4'-0".
D. Lay piping in a dry trench with backfilling and compaction being completed in lifts not to exceed 8 inches.
E. Use proper clean backfill around piping.
F. Provide concrete thrust blocks at all tees, elbows and change in directions.
G. After completion and 7 days for thrust block to cure, flush system until clean water is flowed. Test water for contaminates and reflush until water tests are clear.

This work will be paid for at the contract lump sum price for WATER SERVICE CONNECTION, which price shall be payment in full for all material, labor and equipment required to perform the work as specified.

ELECTRIC SERVICE INSTALLATION (SPECIAL)

This work shall include all material, labor and equipment required to coordinate and schedule all electrical power systems requirements with Illinois Power Company. The Contractor shall be responsible for all permit fees and connection fees associated with power connection for complete and operable electrical systems.

This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION (SPECIAL), which price shall include payment in full for all material, labor and equipment required to perform the work as specified.

TELEPHONE SERVICE INSTALLATION

This work shall include all material, labor and equipment required to coordinate and schedule all telephone systems requirements with Verizon North, Inc. The Contractor shall be responsible for all permit fees and connection fees associated with telephone connections for complete and operable telephone system.

This work will be paid for at the contract lump sum price for TELEPHONE SERVICE INSTALLATION, which price shall include payment in full for all material, labor and equipment required to perform the work as specified.

CLEANING AND PAINTING NEW METAL STRUCTURES
Effective Date: September 13, 1994
Revised Date: April 2, 2003

Description. The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. A three coat inorganic zinc rich /waterborne acrylic paint system shall be used.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

Item	Article
(a) Inorganic Zinc-Rich Primer	1008.22
(b) Waterborne Acrylic	1008.24
(c) Aluminum Epoxy Mastic	1008.25

Submittals. At least 30 days prior to beginning field painting, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Field painting can not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop cleaning and painting shall be available for review by the QA Inspector.

a) Contractor/Personnel Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop painting Contractors shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification. Evidence of current qualifications shall be provided.

   Personnel managing the shop and field Quality Control program(s) for this work shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Technician, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided.

   The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided.

b) Quality Control (QC) Program. The shop and field QC Programs shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.

c) Field Cleaning and Painting Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.

d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

   A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters.

Field Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of each phase of the work. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

The Contractor shall have available at the shop or on the field site, all of the necessary inspection and testing equipment. The equipment shall be available for Engineer use when requested.

Field Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all phases of the work. The Engineer's observations in no way relieve the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

The Engineer will issue a Non-Conformance Report when cleaning and painting work is found to be in violation of the specification requirements, and is not corrected to bring it into compliance before proceeding with the next phase of work.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 1.8 m (6 ft) above the ground or water surface, the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility is more than 800 mm (2 1/2 ft) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 325 LUX (30 foot candles). Illumination for cleaning and painting, including the working platforms, access, and entryways shall be at least 215 LUX (20 foot candles).

Construction Requirements. The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

Surface and Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact with surfaces cleaned or painted that day.

The surface temperature shall be at least 3°C (5°F) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

The Contractor shall monitor temperature, dew point, and humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Seasonal Restrictions on Field Cleaning and Painting. Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

Inorganic Zinc-rich Waterborne Acrylic Paint system.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. Before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 7 MPa (1000 psi) and 34 MPa (5000 psi) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 64 kph (40 mph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
   Zinc Primer: 75 microns (3 mils) min., 150 microns (6 mils) max.
   Epoxy Mastic: 125 microns (5 mils) min., 180 microns (7 mils) max.
   Intermediate Coat: 50 microns (2 mils) min., 100 microns (4 mils) max.
   Topcoat: 50 microns (2 mils) min., 100 microns (4 mils) max.

   The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 180 and 355 microns (7 and 14 mils).

c) When specified on the plans, or as requested by the Contractor and approved by the Engineer, the waterborne acrylic intermediate and topcoat shall be applied in the shop. The inorganic zinc rich primer shall be tested for proper cure per ASTM D 4752-87 "Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc Rich Primers By Solvent Rub" with a minimum resistance rating of 4 prior to application of the intermediate coat. The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.

   Erection and handling damage to the shop applied system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 150 mm (6 inch) overlap onto the existing topcoat.

The paint manufacturer's product data sheets shall be available for QA review in the shop and submitted to the Engineer prior to start of field work. The requirements outlined in the data sheets shall be followed.

Special Instructions.
Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. The letters shall be capitals, not less than 50 mm (2 in.) and not more than 75 mm (3 in.) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the painting Contractor)" and shall show the month and year in which the painting was completed, followed by "CODE S" all stenciled on successive lines. This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface designated by the Engineer.

Method of Measurement. Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003
Revised: January 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. The Engineer may order or permit the use of a retarding or water-reducing admixture whenever the Engineer considers it appropriate.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

SECTION 1021 – CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. In all cases, containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. The report shall also include water contents and results of set time tests according to AASHTO T 197 that were conducted on both a test and reference concrete, using cement from the source that is used as a standard by the Bureau of Materials and Physical Research. The cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd).

The manufacturer shall submit certification, both initially and annually thereafter, giving the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The initial and annual certifications shall further state that all admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass. The initial submittal shall also include an infrared spectrophotometer trace no more than five years old.

Annual re-submittals will be required and shall include certification that no changes have been made in the formulation since it was initially approved. The certification shall state that the admixture is the same as previously approved, and the Engineer may conduct such tests as deemed desirable to check the properties of the material before re-approval is granted.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory that is accredited by AASHTO Accreditation Program.

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

(a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).

(b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.

(c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

80094

Pages 67 and 68 are deleted. The next page is 69.

CONTROLLED AGGREGATE MIXING SYSTEM (BDE)

Effective: November 1, 2002

Revise the fourth sentence of the first paragraph of Article 311.05(b) of the Standard Specifications to read:

> "The water and granular material shall be mixed through a controlled aggregate mixing system. The system shall consist of a mechanical mixing device and aggregate and water measuring devices, meeting the approval of the Engineer."

Revise the third and fourth sentences of the fourth paragraph of Article 351.05(b) of the Standard Specifications to read:

> "The water and aggregate shall be mixed through a controlled aggregate mixing system. The system shall consist of a mechanical mixing device and aggregate and water measuring devices, meeting the approval of the Engineer."

Delete the third sentence of the first paragraph of Article 351.05(c) of the Standard Specifications.

Revise the second and third sentences of the first paragraph of Article 481.04(a) of the Standard Specifications to read:

> "The water and aggregate shall be mixed through a controlled aggregate mixing system. The system shall consist of a mechanical mixing device and aggregate and water measuring devices, meeting the approval of the Engineer."

80078

CORRUGATED METAL PIPE CULVERTS (BDE)

Effective: August 1, 2003

Revise the fourth paragraph of Article 542.04(d) of the Standard Specifications to read:

> "When corrugated steel or aluminum alloy culvert pipe (including bituminous coated steel or aluminum and pre-coated steel) is used, the pipe shall be placed such that the longitudinal lap is placed at the sides and separate sections of pipe shall be joined with a hugger-type band. When the pipes are fabricated with a smooth sleeve-type coupler, the gasket shall meet the requirements of Article 1006.01."

Add the following paragraph after the first paragraph of Article 1006.01 of the Standard Specifications:

"Round pipes 1200 mm (48 in.) in diameter and smaller may be fabricated with a smooth sleeve-type coupler. Gasket material on the smooth sleeve-type coupler shall be polyisoprene or equal with a durometer hardness of 45±5 (ASTM D 2240, Shore A). Pipe used with smooth sleeve-type couplers shall contain a homing mark that indicates when the joint is tight. The homing mark shall consist of a painted stripe around the circumference of the male end of the pipe."

Delete the last sentence of the second paragraph of Article 1006.01(a) of the Standard Specifications.

Add the following paragraph after the first paragraph of Article 1006.03 of the Standard Specifications:

"Round pipes 1200 mm (48 in.) in diameter and smaller may be fabricated with a smooth sleeve-type coupler. Gasket material on the smooth sleeve-type coupler shall be polyisoprene or equal with a durometer hardness of 45±5 (ASTM D 2240, Shore A). Pipe used with smooth sleeve-type couplers shall contain a homing mark that indicates when the joint is tight. The homing mark shall consist of a painted stripe around the circumference of the male end of the pipe."

80102

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

"Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete."

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the "Unit Price Adjustments" table of Article 503.22 of the Standard Specifications to read:

"UNIT PRICE ADJUSTMENTS	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals):	
When protected by:	
Protection Method II	115%
Protection Method I	110%
For concrete in superstructures:	
When protected by:	
Protection Method II	123%
Protection Method I	115%
For concrete in footings:	
When protected by:	
Protection Method I, II or III	107%
For concrete in slope walls:	
When protected by:	
Protection Method I	107%"

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

"All test specimens shall be cured with the units according to Article 1020.13."

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article."

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"For curing, air vents shall be in place, and shall be so arranged that no water can enter the void tubes during the curing of the members."

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

> "As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13."

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

> "The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days."

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete: [11/]			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5)[3/ 5/]	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5)[1/ 2/]	3	1020.13(c)
Driveway Median Curb Gutter Curb and Gutter Sidewalk Slope Wall	1020.13(a)(1)(2)(3)(4)(5)[4/ 5/]	3	1020.13(c)[16/]
Paved Ditch Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5)[4/]	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5)[2/]	3[12/]	1020.13(c)
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5)[1/ 2/]	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings Foundation Seals	1020.13(a)(1)(2)(3)(4)(5)[4/6/]	7	1020.13(e)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5)[1/7/]	7	1020.13(e)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5)[8/]	7	1020.13(e)(1)(2)
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2)[17/]
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5)[1/7/]	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5)[1/]	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5)[4/6/]	7	1020.13(e)(1)(2)[18/]
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete: [11/]			
Bridge Beams Piles Bridge Slabs Nelson Type Structural Member	1020.13(a)(3)(5)[9/10/]	As required.[13/]	504.06(c)(6), 1020.13(e)(2)[19/]
All Other Precast Items	1020.13(a)(3)(4)(5)[2/9/10/]	As required.[14/]	504.06(c)(6), 1020.13(e)(2)[19/]
Precast, Prestressed Concrete: [11/]			
All Items	1020.13(a)(3)(5)[9/10/]	Until strand tensioning is released.[15/]	504.06(c)(6), 1020.13(e)(2)[19/]

Notes-General:

1/ Type I, membrane curing only

2/ Type II, membrane curing only

3/ Type III, membrane curing only

4/ Type I, II and III membrane curing

5/ Membrane curing will not be permitted between November 1 and April 15.

6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.

7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.

8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.

9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).

10/ A moist room according to AASHTO M 201 is acceptable for curing.

11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.

12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.

13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.

14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.

15/ The producer has the option to continue curing after strand release.

16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).

17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).

18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).

19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced by the Contractor at his/her own expense."

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

"The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period."

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

"The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period."

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

"**1022.06 Cotton Mats.** Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired.

Add the following Article to Section 1022 of the Standard Specifications:

"**1022.07 Linseed Oil Emulsion Curing Compound.** Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I, II, or III according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume."

Revise Article 1020.14 of the Standard Specifications to read:

"**1020.14 Temperature Control for Placement.** Temperature control for concrete placement shall conform to the following requirements:

(a) Temperature Control other than Structures. The temperature of concrete immediately before placing, shall be not less than 10 °C (50 °F) nor more than 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than 20 °C (70 °F) nor more than 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

(b) Temperature Control for Structures. The temperature of concrete as placed in the forms shall be not less than 10 °C (50 °F) nor more than 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F), per the Engineer's instructions. When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than 20 °C (70 °F) nor more than 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

(c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

80114

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000
Revised: October 1, 2003

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

> The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

(a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or

(b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.state.il.us.

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

(a) In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement , the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

(b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:

(1) The name and address of each DBE to be used;

(2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;

(3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

(4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and

(5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).

(d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

(a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.

(b) DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

(c) DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

(d) DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

(e) DBE as a material supplier:

(1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

(3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

(c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

(a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

(b) All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

(c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

(d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

80029

FLUORESCENT ORANGE SHEETING ON DRUMS (BDE)

Effective: November 1, 2000
Revised: January 1, 2003

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

80025

EPOXY COATINGS FOR STEEL REINFORCEMENT (BDE)

Effective: April 1, 2003

Revise Article 1006.10(b)(2) of the Standard Specifications to read:

"(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall conform to the requirements of AASHTO M 284M (M 284), except:

a. The maximum thickness of epoxy coating on spiral reinforcement, coated after fabrication, shall be 0.5 mm (20 mils).

b. No more than eight of the holidays permitted shall be in any 300 mm (1 ft) of length for continuity of coating.

The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.

The epoxy coater shall provide access for the Engineer at any time during production or shipping. Random bars may be checked at the epoxy coater's facility or the jobsite for coating uniformity, thickness and discontinuity; cracks on the bends; and other damaged areas. Upon request, the coater shall provide samples for testing by the Engineer.

Bars may be sheared or sawn to length after coating, provided end damage to coating does not extend more than 15 mm (1/2 in.) back and the cut end is patched before any visible oxidation appears. Flame cutting will not be permitted."

Add the following paragraph after the first paragraph of Article 1006.11(b) of the Standard Specifications:

"The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program."

80100

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange or fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments."

80101

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

"The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed."

80054

FURNISHED EXCAVATION (BDE)

Effective: August 1, 2002

Revise Article 204.07(b) of the Standard Specifications to read:

(b) Measured Quantities. Furnished excavation will be computed for payment in cubic meters (cubic yards) as follows:

Furnished Excavation = Embankment - [Suitable Excavation x (1 - Shrinkage Factor)]

Where:

Embankment = the volume of fill in its final position computed by the method of average end areas and based upon the existing ground line as shown on the plans except as noted in (1) and (2) below;

Suitable Excavation = earth excavation, rock excavation and other on-site excavation suitable for use in embankments; the volume of other on-site suitable excavation, whether paid for separately or included in the cost of the various items of work, will be computed by the method of average end areas;

Shrinkage Factor = 0.25 unless otherwise shown on the plans.

(1) If the Contractor so requests, the Engineer will reestablish the existing ground line after the clearing and tree removal have been performed according to Section 201 and the top 150 mm (6 in.) of the existing ground surface has been disked and compacted to the satisfaction of the Engineer.

(2) If settlement platforms are erected, the Engineer will reestablish the existing ground line after the embankment is complete as specified in Article 204.07(a)(2).

Furnished excavation placed in excess of that required for the execution of the contract will not be measured for payment.

80072

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"**109.07 Partial Payments.** Partial payments will be made as follows:

(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than $1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

(b) Material Allowances. At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds $10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under $500,000, the minimum $10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

80116

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000
Revised: September 1, 2003

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor’s payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

80022

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

"The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

"The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

"The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

80083

PRECAST CONCRETE (BDE)
Effective: July 1, 1999
Revised: January 1, 2002

Description. This special provision identifies non-prestressed, precast concrete products which shall be produced according to the Department's current, "Quality Control/Quality Assurance Program for Precast Concrete Products".

Products. The list of products is as follows:

Product Class	**Precast Item**
Box Culvert	Precast Concrete Box Culverts
Pipe	Reinforced Concrete Culvert, Storm Drain and Sewer Pipe
	Concrete Sewer, Storm Drain and Culvert Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
	Concrete Drain Tile
	Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe
	Concrete Headwall for Pipe Drains
	Precast Reinforced Concrete Flared End Sections and Elliptical Flared End Sections
	Precast Reinforced Concrete Pipe Elbows, Tees and Collars
Structure	Precast Concrete Members
Block/Brick	Erosion Control: Concrete Block Riprap, Block Revetment Mat, and Articulated Block Mat
	Concrete Building Brick
	Concrete Masonry Units
Drainage Structure	Precast Reinforced Concrete Catch Basins, Manholes, Inlets, Miscellaneous Structures, Valve Vaults and Flat Slab Tops/Bottoms
Barrier	Concrete Barrier
	Temporary Concrete Barrier
Miscellaneous	Right of Way, Drainage, Section and Permanent Survey Markers, Bumper Blocks, Junction Boxes, and Handholes

For precast concrete products which are constructed according to AASHTO M 86, M 170, M 178, M 199, M 206, M 207, M 259, or M 273; portland or blended hydraulic cement shall be according to Article 1001.01 of the Standard Specifications, except the pozzolan constituent in the Type IP or Type I(PM) cement shall be fly ash. In addition, the minimum or maximum combination of a portland cement and a cementitious material shall be according to the AASHTO M specification. The cementitious material shall be according to Articles 1010.01, 1010.03, 1014.01, 1014.02, 1015.01, 1015.02, 1016.01 and 1016.02.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract. Products produced on or after July 1, 1999, will be accepted only if produced according to the Department's current "Quality Control/Quality Assurance Program for Precast Concrete Products".

419.doc

STONE FOR EROSION PROTECTION, SEDIMENT CONTROL, AND ROCKFILL (BDE)

Effective: January 1, 2004

Revise the first, second, and third sentences of Article 281.04(a) of the Standard Specifications to read:

"Class A1 bedding material shall be used with riprap Classes A4, A5, B4, and B5. Class A2 bedding material shall be used with riprap Classes A6, A7, B6, and B7. When filter fabric is used, the following substitutions of bedding material may be made: Quality B may be used in lieu of Quality A; Gradation CA 3 may be used in lieu of Gradation RR 1; and Gradation CA 1 may be used in lieu of Gradation RR 2."

Revise Article 1005.01 of the Standard Specifications to read:

"**1005.01 Stone for Erosion Protection, Sediment Control, and Rockfill.** The material will be sampled and inspected according to the Bureau of Materials and Physical Research's policy memorandum, "Inspection of Stone for Erosion Protection, Sediment Control, and Rockfill". The material shall meet the following requirements.

(a) Description. The material shall be stone, quarried from undisturbed, consolidated deposits (ledges) of rock reasonably free of shale and shaly stone. The ledges shall be sufficiently thick to produce the desired dimensions. The stone shall be reasonably free of laminations, seams, cracks, and other structural defects or imperfections tending to destroy its resistance to weather. Field stone or boulders will not be accepted.

Bedding material shall be crushed stone, crushed gravel, crushed sandstone, or crushed slag meeting the requirements of Article 1004.01(a).

(b) Quality. The stone shall meet the following quality requirements.

(1) Stone for Erosion Protection or Sediment Control. The material shall be quarried from ledges meeting the quality designations listed in the following table.

QUALITY OF STONE FOR EROSION PROTECTION AND SEDIMENT CONTROL		
QUALITY TEST	QUALITY A [2/ 3/ 4/]	QUALITY B [2/]
Na_2SO_4 Soundness 5 Cycle, AASHTO T 104[1/] Max. % Loss	15	25

1/ As modified by the Department.

2/ Elongated pieces (length is greater than five times the average thickness) shall not exceed ten percent by weight.

3/ The stone, when checked in a full gradation product, shall have a specific gravity (dry) greater than 2.450 as determined by the Department.

4/ The stone shall be reasonably free of chert.

In addition to the above quality requirements, crushed slag used as a bedding material shall also meet the Department's "Test for Leachate".

(2) Stone for Rockfill. The material shall be quarried from ledges consisting of sound, durable rock reasonably free of objectionable, deleterious material as determined by the Department.

(c) Gradation. The stone shall meet the following gradation requirements.

(1) Stone for Erosion Protection or Sediment Control. The material shall meet the gradation limits listed in the following tables. All gradations produced shall be well graded.

BEDDING MATERIAL GRADATIONS					
GRAD. NO.	Percent Passing Sieves				
	100 mm	75 mm	50 mm	37.5 mm	4.75 mm
RR 1		100		53±23	8±8
RR 2	100		53±23		8±8

BEDDING MATERIAL GRADATIONS (ENGLISH)					
GRAD. NO.	Percent Passing Sieves				
	4 in.	3 in.	2 in.	1 1/2 in.	No. 4
RR 1		100		53±23	8±8
RR 2	100		53±23		8±8

EROSION PROTECTION AND SEDIMENT CONTROL GRADATIONS														
Grad. No.	Percent Passing Rock Size (kg)													
	455[1/]	270[1/]	180[1/]	135	75	70[1/]	40	20[1/]	18	5	4	3	1	0.5
RR 3								100			50±20			8±8
RR 4						100			50±20					8±8
RR 5			100				50±20						8±8	
RR 6		100			50±20							8±8		
RR 7	100			50±20						8±8				

EROSION PROTECTION AND SEDIMENT CONTROL GRADATIONS														
Grad. No.	Percent Passing Rock Size (lb)													
	1000 1/	600 1/	400 1/	300	170	150 1/	90	50 1/	40	12	10	6	3	1
RR 3								100			50±20			8±8
RR 4						100			50±20					8±8
RR 5			100				50±20						8±8	
RR 6		100			50±20							8±8		
RR 7	100			50±20						8±8				

1/ Five percent by weight may be oversize. Each oversize piece shall not exceed the maximum size of the gradation by more than 20 percent.

(2) Stone for Rockfill. The material may be shot rock, primary crusher run, or other specified gradations approved by the Department."

80117

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992 Revised: January 1, 2003

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from ½ hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

The deficiency may be any lack of repair, maintenance or non-compliance with the traffic control plan.

If the Contractor fails to correct the deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either $1,000 or 0.05 percent of the awarded contract value, whichever is greater.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

57291

WEIGHT CONTROL DEFICIENCY DEDUCTION

Effective: April 1, 2001
Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B}\right); \text{ Where } A \le 1.0; \ \left(\frac{B - C}{C}\right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor
B = Net weight shown on delivery ticket
C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 105 working days.

80071

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003
Revised: April 1, 2003

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for Test Level 3.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

> "When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

80097

NATIONWIDE 404 PERMIT

Unmarked Route
Section 119-1BR-
Randolph County

DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT, CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833
July 9, 2003

REPLY TO
ATTENTION OF:

Regulatory Branch
File Number: 200300021

Ms. Mary C. Lamie
Illinois Department of Transportation
Division of Highways/District 8
1102 Eastport Plaza Drive
Collinsville, Illinois 62234-6198

Dear Ms. Lamie:

We have reviewed your application, concerning the rehabilitation of, and bank stabilization for an existing structure (Section 119BR-1) carrying an historic covered bridge over Little Mary's River, a primary tributary to the Mississippi River. The project is located approximately two miles north east of Chester, Randolph County, Illinois.

Based upon a review of the U.S. Geological Survey 7.5-minute topographical map, we determined that Little Mary's River would possess an ordinary high water mark at this location and would be considered jurisdictional waters of the United States. Therefore, the placement of fill material below the ordinary high water elevation requires a permit from this office.

The Corps of Engineers has determined that this activity will have no affect on endangered species, and that this is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit as described in the January 15, 2002, Federal Register, Issuance of Nationwide Permits; Notice (67 FR 2080), Appendix A (B)(13)(14). This **permit verification** is valid for two years from the date of this letter. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

In accordance with General Condition number 14 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered null and void.

The Illinois Environmental Protection Agency (IEPA) has issued Section 401 water quality certification for these permits subject to the following conditions:

a. The affected area of the stream channel shall not exceed 100 linear feet, as measured along the stream corridor.

b. Temporary run-arounds shall be constructed of clean coarse aggregate.

c. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, as determined by IEPA.

d. Any back filling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.

e. The applicant shall not cause: (1) violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulations; (2) water pollution as defined and prohibited by the Illinois Environmental Protection Act; or (3) interference with water use practices near public recreation areas or water supply intakes.

f. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of five (5) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA, Division of Water Pollution Control, Permit Section.

g. That applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 1995).

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other Federal, state or local approvals before beginning work.

You are reminded that the **permit** is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

If you have any questions, concerning this matter, please contact me at (314) 331-8185. Please include the following identification number with any future inquiries regarding this project: 200300021.

Sincerely,

Susan L. J. Horneman
Project Manager
Illinois Permits Region

Enclosure

Copy Furnished: w/o enclosure

Mr. Robert Dalton, Illinois Department of Natural Resources
Mr. James Allison, Illinois Environmental Protection Agency

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: July 9, 2003

File Number: 200300021

Name of Permittee: Mary C. Lamie, IDOT, District 8

River Basin/County/State: Mississippi River/Randolph County/Illinois

Upon completion of this activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Attn: Regulatory Branch (CO-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833

(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee **Date**

Unmarked Route
Section 119-1BR-I
Randolph County

DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT, CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

February 5, 2003

	DISTRICT ENGINEER
MAC	PRG DEVELOPMENT ENG
	LAND ACQUISITION
	OFFICE COORD
	PROGRAMMING
	PROJECT SUPPORT
X	STUDIES & PLANS
	ALL SECTIONS

See routing slip on back

REPLY TO
ATTENTION OF:
Regulatory Branch
File Number: 200300020

Mr. Victor A. Modeer
Illinois Department of Transportation
Division of Highways/District 8
1102 Eastport Plaza Drive
Collinsville, Illinois 62234-6198

Dear Mr. Modeer:

We have reviewed your application, concerning the rehabilitation and replacement of the structure (Section 119BR-1), carrying an historic covered bridge over Little Mary's River, a primary tributary to the Mississippi River. The project is located approximately two miles north east of Chester, Randolph County, Illinois.

Based upon a review of the U.S. Geological Survey 7.5-minute topographical map, we determined that Little Mary's River would possess an ordinary high water mark at this location and would be considered jurisdictional waters of the United States. Therefore, the placement of fill material below the ordinary high water elevation requires a permit from this office.

The Corps of Engineers has determined that this activity will have no affect on endangered species, and is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit as described in the January 15, 2002, Federal Register, Issuance of Nationwide Permits; Notice (67 FR 2080), Appendix A (B)(14). This **permit verification** is valid for two years from the date of this letter. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

In accordance with General Condition number 14 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered null and void.

The Illinois Environmental Protection Agency (IEPA) has issued Section 401 water quality certification for these permits subject to the following conditions:

a. The affected area of the stream channel shall not exceed 100 linear feet, as measured along the stream corridor.

b. Temporary run-arounds shall be constructed of clean coarse aggregate.

c. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, as determined by IEPA.

d. Any back filling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.

e. The applicant shall not cause: (1) violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulations; (2) water pollution as defined and prohibited by the Illinois Environmental Protection Act; or (3) interference with water use practices near public recreation areas or water supply intakes.

f. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of five (5) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA, Division of Water Pollution Control, Permit Section.

g. That applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 1995).

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other Federal, state or local approvals before beginning work.

You are reminded that the **permit** is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

The **jurisdictional determination** for this project is considered a **preliminary jurisdictional determination** in accordance with final regulations published on March 28, 2000 (65 FR 16485-16503). Enclosed is a *Notification of Administrative Appeal Options and Process and Request for Appeal* for your consideration and use. This determination cannot be appealed. The **jurisdictional determination** is valid for a period of five years from the date of this letter unless new information warrants revision of this determination before the expiration date.

If you have any questions concerning this matter, do not hesitate to contact me at (314) 331-8185. Please refer to file number 200300020.

Sincerely,

Susan L. J. Horneman
Project Manager
Illinois Permits Region

Enclosures

Copy Furnished: (w/o enclosures)

Mr. Robert Dalton, Illinois Department of Natural Resources
Mr. James Allison, Illinois Environmental Protection Agency

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: February 5, 2003

File Number: 200300020

Name of Permittee: Victor A. Modeer, IDOT, District 8

River Basin/County/State: Mississippi River/Randolph County/Illinois

Upon completion of this activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Attn: Regulatory Branch (CO-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833

(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

_____ _____

Signature of Permittee **Date**

Nationwide Permits and Conditions

The following information presents the requirements for the nationwide Section 404/10 permits most often used on highway projects. (For information regarding the other nationwide permits, refer to BDE Information Memorandums 02-38, dated February 13, 2002 and 02-39, dated March 25, 2002.) The information in this guidance reflects the requirements associated with the reissued nationwide permits that were published in the January 15, 2002 *Federal Register* (67 FR 2019). The parenthetical references (Section 10, Section 404) following each of the nationwide permits indicate the specific authorities under which that permit is issued.

Permittees wishing to conduct activities under the nationwide permits must comply with the terms of the applicable permit and the conditions in Section C of this document.

B. Nationwide Permits

3. **Maintenance.** Activities related to:
(i) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area including those due to changes in materials, construction techniques, or current construction codes or safety standards which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environmental effects resulting from such repair, rehabilitation, or replacement are minimal. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction. This NWP authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the District Engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(ii) Discharges of dredged or fill material, including excavation, into all waters of the US to remove accumulated sediments and debris in the vicinity of, and within, existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and the placement of new or additional riprap to protect the structure, provided the permittee notifies the District Engineer in accordance with General Condition 13. The removal of sediment is limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend further than 200 feet in any direction from the structure. The placement of rip rap must be the minimum necessary to protect the structure or to ensure the safety of the structure. All excavated materials must be deposited and retained in an upland area unless otherwise specifically approved by the District Engineer under separate authorization. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the District Engineer.

(iii) Discharges of dredged or fill material, including excavation, into all waters of the US for activities associated with the restoration of upland areas damaged by a storm, flood, or other discrete event, including the construction, placement, or installation of upland protection structures and minor dredging to remove obstructions in a water of the US. (Uplands lost as a result of a storm, flood, or other discrete event can be replaced without a Section 404 permit provided the uplands are restored to their original pre- event location. This NWP is for the activities in waters of the US associated with the replacement of the uplands.) The permittee must notify the District Engineer, in accordance with General Condition 13, within 12-months of the date of the damage and the work must commence, or be under contract to commence, within two years of the date of the damage. The permittee should provide evidence, such as a recent topographic survey or photographs, to justify the extent of the proposed restoration. The restoration of the damaged areas cannot exceed the contours, or ordinary high water mark, that existed before the damage. The District

Engineer retains the right to determine the extent of the pre-existing conditions and the extent of any restoration work authorized by this permit. Minor dredging to remove obstructions from the adjacent waterbody is limited to 50 cubic yards below the plane of the ordinary high water mark, and is limited to the amount necessary to restore the pre-existing bottom contours of the waterbody. The dredging may not be done primarily to obtain fill for any restoration activities. The discharge of dredged or fill material and all related work needed to restore the upland must be part of a single and complete project. This permit cannot be used in conjunction with NWP 18 or NWP 19 to restore damaged upland areas. This permit cannot be used to reclaim historic lands lost, over an extended period, to normal erosion processes. This permit does not authorize maintenance dredging for the primary purpose of navigation and beach restoration. This permit does not authorize new stream channelization or stream relocation projects. Any work authorized by this permit must not cause more than minimal degradation of water quality, more than minimal changes to the flow characteristics of the stream, or increase flooding (See General Conditions 9 and 21). (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Section 404(f) exemption for maintenance.

13. **Bank Stabilization.** Bank stabilization activities necessary for erosion prevention provided the activity meets all of the following criteria:

a. No material is placed in excess of the minimum needed for erosion protection;
b. The bank stabilization activity is less than 500 feet in length;
c. The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line;
d. No material is placed in any special aquatic site, including wetlands;
e. No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any wetland area;
f. No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and,
g. The activity is part of a single and complete project.

Bank stabilization activities in excess of 500 feet in length or greater than an average of one cubic yard per running foot may be authorized if the permittee notifies the District Engineer in accordance with the "Notification" General Condition 13 and the District Engineer determines the activity complies with the other terms and conditions of the NWP and the adverse environmental effects are minimal both individually and cumulatively. This NWP may not be used for the channelization of waters of the US. (Sections 10 and 404)

14. **Linear Transportation Projects.** Activities required for the construction, expansion, modification, or improvement of linear transportation crossings (e.g., highways, railways, trails, airport runways, and taxiways) in waters of the US, including wetlands, if the activity meets the following criteria:

a. This NWP is subject to the following acreage limits:
(1) For linear transportation projects in non-tidal waters, provided the discharge does not cause the loss of greater than 1/2- acre of waters of the US; or
(2) For linear transportation projects in tidal waters, provided the discharge does not cause the loss of greater than 1/3-acre of waters of the US.
b. The permittee must notify the District Engineer in accordance with General Condition 13 if any of the following criteria are met:
(1) The discharge causes the loss of greater than 1/10 acre of waters of the US; or
(2) There is a discharge in a special aquatic site, including wetlands;
c. The notification must include a compensatory mitigation proposal to offset permanent losses of waters of the US to ensure that those losses result only in minimal adverse effects to the aquatic environment and a statement describing how temporary losses will be minimized to the maximum extent practicable;
d. For discharges in special aquatic sites, including wetlands, and stream riffle and pool complexes, the notification must include a delineation of the affected special aquatic sites;

e. The width of the fill is limited to the minimum necessary for the crossing;
f. This permit does not authorize stream channelization, and the authorized activities must not cause more than minimal changes to the hydraulic flow characteristics of the stream, increase flooding, or cause more than minimal degradation of water quality of any stream (see General Conditions 9 and 21);
g. This permit cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars; and
h. The crossing is a single and complete project for crossing waters of the US. Where a road segment (i.e., the shortest segment of a road with independent utility that is part of a larger project) has multiple crossings of streams (several single and complete projects) the Corps will consider whether it should use its discretionary authority to require an Individual Permit. (Sections 10 and 404)

Note: Some discharges for the construction of farm roads, forest roads, or temporary roads for moving mining equipment may be eligible for an exemption from the need for a Section 404 permit (see 33 CFR 323.4).

23. **Approved Categorical Exclusions.** Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where that agency or department has determined, pursuant to the Council on Environmental Quality Regulation for Implementing the Procedural Provisions of the National Environmental Policy Act (NEPA) (40 CFR part 1500 et seq.), that the activity, work, or discharge is categorically excluded from environmental documentation, because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment, and the Office of the Chief of Engineers (ATTN: CECW-OR) has been furnished notice of the agency's or department's application for the categorical exclusion and concurs with that determination. Before approval for purposes of this NWP of any agency's categorical exclusions, the Chief of Engineers will solicit public comment. In addressing these comments, the Chief of Engineers may require certain conditions for authorization of an agency's categorical exclusions under this NWP. (Sections 10 and 404)

33. **Temporary Construction, Access and Dewatering.** Temporary structures, work and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites; provided that the associated primary activity is authorized by the Corps of Engineers or the USCG, or for other construction activities not subject to the Corps or USCG regulations. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must be of materials, and placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if it is determined by the District Engineer that it will not cause more than minimal adverse effects on aquatic resources. Temporary fill must be entirely removed to upland areas, or dredged material returned to its original location, following completion of the construction activity, and the affected areas must be restored to the pre-project conditions. Cofferdams cannot be used to dewater wetlands or other aquatic areas to change their use. Structures left in place after cofferdams are removed require a Section 10 permit if located in navigable waters of the U.S. (See 33 CFR part 322). The permittee must notify the District Engineer in accordance with the ``Notification" General Condition. The notification must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources. The District Engineer will add Special Conditions, where necessary, to ensure environmental adverse effects is minimal. Such conditions may include: limiting the temporary work to the minimum necessary; requiring seasonal restrictions; modifying the restoration plan; and requiring alternative construction methods (e.g. construction mats in wetlands where practicable.). (Sections 10 and 404)

C. Nationwide Permit General Conditions

The following General Conditions must be followed in order for any authorization by an NWP to be valid:

1. **Navigation.** No activity may cause more than a minimal adverse effect on navigation.

2. **Proper Maintenance.** Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

3. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

4. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

5. **Equipment.** Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance

6. **Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state or tribe in its Section 401 Water Quality Certification and Coastal Zone Management Act consistency determination.

7. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status; unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation, or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

8. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights

9. **Water Quality.** (a) In certain states and tribal lands an individual 401 Water Quality Certification must be obtained or waived (See 33 CFR 330.4(c)).

(b) For NWPs 12, 14, 17, 18, 32, 39, 40, 42, 43, and 44, where the state or tribal 401 certification (either generically or individually) does not require or approve water quality management measures, the permittee must provide water quality management measures that will ensure that the authorized work does not result in more than minimal degradation of water quality (or the Corps determines that compliance with state or local standards, where applicable, will ensure no more than minimal adverse effect on water quality). An important component of water quality management includes stormwater management that minimizes degradation of the downstream aquatic system, including water quality (refer to General Condition 21 for stormwater management requirements). Another important component of water quality management is the establishment and maintenance of vegetated buffers next to open waters, including streams (refer to General Condition 19 for vegetated buffer requirements for the NWPs). This condition is only applicable to projects that have the potential to affect water quality. While appropriate measures must be taken, in most cases it is not necessary to conduct detailed studies identify such measures or to require monitoring.

10. **Coastal Zone Management.** In certain states, an individual state coastal zone management consistency concurrence must be obtained or waived (see 33 CFR 330.4(d)).

11. **Endangered Species.** (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the District Engineer if any listed

species or designated critical habitat might be affected or is in the vicinity of the project, or is located in the designated critical habitat and shall not begin work on the activity until notified by the District Engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that may affect Federally-listed endangered or threatened species or designated critical habitat, the notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. As a result of formal or informal consultation with the FWS or NMFS the District Engineer may add species-specific regional endangered species conditions to the NWPs.

(b) Authorization of an activity by a NWP does not authorize the ``take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with ``incidental take" provisions, etc.) from the USFWS or the NMFS, both lethal and non-lethal ``takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS and NMFS or their world wide web pages at http://www.fws.gov/r9endspp/endspp.html and http://www.nmfs.noaa.gov/prot_res/overview/es.html respectively

12. Historic Properties. No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the District Engineer has complied with the provisions of 33 CFR part 325, Appendix C. The prospective permittee must notify the District Engineer if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places (see 33 CFR 330.4(g)). For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the notification must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property.

13. Notification. (a) Timing; where required by the terms of the NWP, the prospective permittee must notify the District Engineer with a preconstruction notification (PCN) as early as possible. The District Engineer must determine if the notification is complete within 30 days of the date of receipt and can request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the District Engineer will notify the prospective permittee that the notification is still incomplete and the PCN review process will not commence until all of the requested information has been received by the District Engineer. The prospective permittee shall not begin the activity:

(1) Until notified in writing by the District Engineer that the activity may proceed under the NWP with any special conditions imposed by the District or Division Engineer; or

(2) If notified in writing by the District or Division Engineer that an Individual Permit is required; or

(3) Unless 45 days have passed from the District Engineer's receipt of the complete notification and the prospective permittee has not received written notice from the District or Division Engineer. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Notification: The notification must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) Brief description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), Regional General Permit(s), or Individual Permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) For NWPs 7, 12, 14, 18, 21, 34, 38, 39, 40, 41, 42, and 43, the PCN must also include a delineation of affected special aquatic sites, including wetlands, vegetated shallows (e.g., submerged aquatic vegetation, seagrass beds), and riffle and pool complexes (see paragraph 13(f));

(5) For NWP 7 (Outfall Structures and Maintenance), the PCN must include information regarding the original design capacities and configurations of those areas of the facility where maintenance dredging or excavation is proposed;
(6) For NWP 14 (Linear Transportation Projects), the PCN must include a compensatory mitigation proposal to offset permanent losses of waters of the US and a statement describing how temporary losses of waters of the US will be minimized to the maximum extent practicable;
(7) For NWP 21 (Surface Coal Mining Activities), the PCN must include an Office of Surface Mining (OSM) or state-approved mitigation plan, if applicable. To be authorized by this NWP, the District Engineer must determine that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are minimal both individually and cumulatively and must notify the project sponsor of this determination in writing;
(8) For NWP 27 (Stream and Wetland Restoration Activities), the PCN must include documentation of the prior condition of the site that will be reverted by the permittee;
(9) For NWP 29 (Single-Family Housing), the PCN must also include:
(i) Any past use of this NWP by the Individual Permittee and/or the permittee's spouse;
(ii) A statement that the single-family housing activity is for a personal residence of the permittee;
(iii) A description of the entire parcel, including its size, and a delineation of wetlands. For the purpose of this NWP, parcels of land measuring 1/4-acre or less will not require a formal on-site delineation. However, the applicant shall provide an indication of where the wetlands are and the amount of wetlands that exists on the property. For parcels greater than 1/4-acre in size, formal wetland delineation must be prepared in accordance with the current method required by the Corps. (See paragraph 13(f));
(iv) A written description of all land (including, if available, legal descriptions) owned by the prospective permittee and/or the prospective permittee's spouse, within a one mile radius of the parcel, in any form of ownership (including any land owned as a partner, corporation, joint tenant, co-tenant, or as a tenant-by-the-entirety) and any land on which a purchase and sale agreement or other contract for sale or purchase has been executed;
(10) For NWP 31 (Maintenance of Existing Flood Control Facilities), the prospective permittee must either notify the District Engineer with a PCN prior to each maintenance activity or submit a five year (or less) maintenance plan. In addition, the PCN must include all of the following:
(i) Sufficient baseline information identifying the approved channel depths and configurations and existing facilities. Minor deviations are authorized, provided the approved flood control protection or drainage is not increased;
(ii) A delineation of any affected special aquatic sites, including wetlands; and,
(iii) Location of the dredged material disposal site;
(11) For NWP 33 (Temporary Construction, Access, and Dewatering), the PCN must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources;
(12) For NWPs 39, 43 and 44, the PCN must also include a written statement to the District Engineer explaining how avoidance and minimization for losses of waters of the US were achieved on the project site;
(13) For NWP 39 and NWP 42, the PCN must include a compensatory mitigation proposal to offset losses of waters of the US or justification explaining why compensatory mitigation should not be required. For discharges that cause the loss of greater than 300 linear feet of an intermittent stream bed, to be authorized, the District Engineer must determine that the activity complies with the other terms and conditions of the NWP, determine adverse environmental effects are minimal both individually and cumulatively, and waive the limitation on stream impacts in writing before the permittee may proceed;
(14) For NWP 40 (Agricultural Activities), the PCN must include a compensatory mitigation proposal to offset losses of waters of the US. This NWP does not authorize the relocation of greater than 300 linear- feet of existing serviceable drainage ditches constructed in non-tidal streams unless, for drainage ditches constructed in intermittent non- tidal streams, the District Engineer waives this criterion in writing, and the District Engineer has determined that the project complies with all terms and conditions of this NWP, and that any adverse impacts of the project on the aquatic environment are minimal, both individually and cumulatively;
(15) For NWP 43 (Stormwater Management Facilities), the PCN must include, for the construction of new stormwater management facilities, a maintenance plan (in accordance with state and local requirements, if applicable) and a compensatory mitigation proposal to offset losses of waters of the US. For discharges that cause the loss of greater than 300 linear feet of an intermittent stream bed, to

be authorized, the District Engineer must determine that the activity complies with the other terms and conditions of the NWP, determine adverse environmental effects are minimal both individually and cumulatively, and waive the limitation on stream impacts in writing before the permittee may proceed;

(16) For NWP 44 (Mining Activities), the PCN must include a description of all waters of the US adversely affected by the project, a description of measures taken to minimize adverse effects to waters of the US, a description of measures taken to comply with the criteria of the NWP, and a reclamation plan (for all aggregate mining activities in isolated waters and non-tidal wetlands adjacent to headwaters and any hard rock/mineral mining activities);

(17) For activities that may adversely affect Federally-listed endangered or threatened species, the PCN must include the name(s) of those endangered or threatened species that may be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work; and

(18) For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property.

(c) Form of Notification: The standard Individual Permit application form (Form ENG 4345) may be used as the notification but must clearly indicate that it is a PCN and must include all of the information required in (b) (1)-(18) of General Condition 13. A letter containing the requisite information may also be used.

(d) District Engineer's Decision: In reviewing the PCN for the proposed activity, the District Engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. The prospective permittee may submit a proposed mitigation plan with the PCN to expedite the process. The District Engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. If the District Engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the District Engineer will notify the permittee and include any conditions the District Engineer deems necessary.

The District Engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee is required to submit a compensatory mitigation proposal with the PCN, the proposal may be either conceptual or detailed. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the District Engineer will expeditiously review the proposed compensatory mitigation plan. The District Engineer must review the plan within 45 days of receiving a complete PCN and determine whether the conceptual or specific proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the District Engineer to be minimal, the District Engineer will provide a timely written to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the District Engineer determines that the adverse effects of the proposed work are more than minimal, then the District Engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an Individual Permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the District Engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level. When conceptual mitigation is included, or a mitigation plan is required under item (2) above, no work in waters of the US will occur until the District Engineer has approved a specific mitigation plan.

(e) Agency Coordination: The District Engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

For activities requiring notification to the District Engineer that result in the loss of greater than 1/2-acre of waters of the US, the District Engineer will provide immediately (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy to the appropriate Federal or state offices (USFWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the District Engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the District Engineer will wait an additional 15 calendar days before making a decision on the notification. The District Engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The District Engineer will indicate in the administrative record associated with each notification that the resource agencies' concerns were considered. As required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act, the District Engineer will provide a response to NMFS within 30 days of receipt of any Essential Fish Habitat conservation recommendations. Applicants are encouraged to provide the Corps multiple copies of notifications to expedite agency notification.

(f) Wetland Delineations: Wetland delineations must be prepared in accordance with the current method required by the Corps (For NWP 29 see paragraph (b)(9)(iii) for parcels less than (1/4-acre in size). The permittee may ask the Corps to delineate the special aquatic site. There may be some delay if the Corps does the delineation. Furthermore, the 45-day period will not start until the wetland delineation has been completed and submitted to the Corps, where appropriate.

14. Compliance Certification. Every permittee who has received NWP verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the Corps with the authorization letter and will include:

(a) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions;

(b) A statement that any required mitigation was completed in accordance with the permit conditions; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

15. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the US authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit (e.g. if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the US for the total project cannot exceed 1/3-acre).

16. Water Supply Intakes. No activity, including structures and work in navigable waters of the US or discharges of dredged or fill material, may occur in the proximity of a public water supply intake except where the activity is for repair of the public water supply intake structures or adjacent bank stabilization.

17. Shellfish Beds. No activity, including structures and work in navigable waters of the US or discharges of dredged or fill material, may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4.

18. Suitable Material. No activity, including structures and work in navigable waters of the US or discharges of dredged or fill material, may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.) and material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the CWA).

19. Mitigation. The District Engineer will consider the factors discussed below when determining the acceptability of appropriate and practicable mitigation necessary to offset adverse effects on the aquatic environment that are more than minimal.

(a) The project must be designed and constructed to avoid and minimize adverse effects to waters of the US to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland impacts requiring a PCN, unless the District Engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. Consistent with National policy, the District Engineer will establish a preference for restoration of wetlands as compensatory mitigation, with preservation used only in exceptional circumstances.

(d) Compensatory mitigation (i.e., replacement or substitution of aquatic resources for those impacted) will not be used to increase the acreage losses allowed by the acreage limits of some of the NWPs. For example, 1/4-acre of wetlands cannot be created to change a 3/4-acre loss of wetlands to a 1/2-acre loss associated with NWP 39 verification. However, 1/2-acre of created wetlands can be used to reduce the impacts of a 1/2-acre loss of wetlands to the minimum impact level in order to meet the minimal impact requirement associated with NWPs.

(e) To be practicable, the mitigation must be available and capable of being done considering costs, existing technology, and logistics in light of the overall project purposes. Examples of mitigation that may be appropriate and practicable include, but are not limited to: reducing the size of the project; establishing and maintaining wetland or upland vegetated buffers to protect open waters such as streams; and replacing losses of aquatic resource functions and values by creating, restoring, enhancing, or preserving similar functions and values, preferably in the same watershed.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., easements, deed restrictions) of vegetated buffers to open waters. In many cases, vegetated buffers will be the only compensatory mitigation required. Vegetated buffers should consist of native species. The width of the vegetated buffers required will address documented water quality or aquatic habitat loss concerns. Normally, the vegetated buffer will be 25 to 50 feet wide on each side of the stream, but the District Engineers may require slightly wider vegetated buffers to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the Corps will determine the appropriate compensatory mitigation (e.g., stream buffers or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where vegetated buffers are determined to be the most appropriate form of compensatory mitigation, the District Engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland impacts.

(g) Compensatory mitigation proposals submitted with the ``notification'' may be either conceptual or detailed. If conceptual plans are approved under the verification, then the Corps will condition the verification to require detailed plans be submitted and approved by the Corps prior to construction of the authorized activity in waters of the US.

(h) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases that require compensatory mitigation, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

20. Spawning Areas. Activities, including structures and work in navigable waters of the US or discharges of dredged or fill material, in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., excavate, fill, or smother downstream by substantial turbidity) of an important spawning area are not authorized.

21. Management of Water Flows. To the maximum extent practicable, the activity must be designed to maintain preconstruction downstream flow conditions (e.g., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters) and the structure or discharge of dredged or fill material must withstand expected high flows. The activity must, to the maximum extent practicable, provide for retaining excess flows from the site, provide for maintaining surface flow rates from the site similar to preconstruction conditions, and provide for not increasing water flows from the project site, relocating water, or redirecting water flow beyond preconstruction conditions. Stream channelizing will be reduced to the minimal amount necessary, and the activity must, to the maximum extent practicable, reduce adverse effects such as flooding or erosion downstream and upstream of the project site, unless the activity is part of a larger system designed to manage water flows. In most cases, it will not be a requirement to conduct detailed studies and monitoring of water flow.

This condition is only applicable to projects that have the potential to affect waterflows. While appropriate measures must be taken, it is not necessary to conduct detailed studies to identify such measures or require monitoring to ensure their effectiveness. Normally, the Corps will defer to state and local authorities regarding management of water flow.

22. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to the acceleration of the passage of water, and/or the restricting its flow shall be minimized to the maximum extent practicable. This includes structures and work in navigable waters of the US, or discharges of dredged or fill material.

23. Waterfowl Breeding Areas. Activities, including structures and work in navigable waters of the US or discharges of dredged or fill material, into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

24. Removal of Temporary Fills. Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.

25. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, National Wild and Scenic Rivers, critical habitat for Federally listed threatened and endangered species, coral reefs, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the District Engineer after notice and opportunity for public comment. The District Engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Except as noted below, discharges of dredged or fill material into waters of the US are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, and 44 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. Discharges of dredged or fill materials into waters of the US may be authorized by the above NWPs in National Wild and Scenic Rivers if the activity complies with General Condition 7. Further, such discharges may be authorized in designated critical habitat for Federally listed threatened or endangered species if the activity complies with General Condition 11 and the USFWS or the NMFS has concurred in a determination of compliance with this condition.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with General Condition 13, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The District Engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

26. Fills Within 100-Year Floodplains. For purposes of this General Condition, 100-year floodplains will be identified through the existing Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps or FEMA-approved local floodplain maps.

(a) Discharges in Floodplain; Below Headwaters. Discharges of dredged or fill material into waters of the US within the mapped 100- year floodplain, below headwaters (i.e. five cfs), resulting in permanent above-grade fills, are not authorized by NWPs 39, 40, 42, 43, and 44.

(b) Discharges in Floodway; Above Headwaters. Discharges of dredged or fill material into waters of the US within the FEMA or locally mapped floodway, resulting in permanent above-grade fills, are not authorized by NWPs 39, 40, 42, and 44.

(c) The permittee must comply with any applicable FEMA-approved state or local floodplain management requirements.

27. Construction Period. For activities that have not been verified by the Corps and the project was commenced or under contract to commence by the expiration date of the NWP (or modification or revocation date), the work must be completed within 12-months after such date (including any modification that affects the project). For activities that have been verified and the project was commenced or under contract to commence within the verification period, the work must be completed by the date determined by the Corps. For projects that have been verified by the Corps, an extension of a Corps approved

completion date maybe requested. This request must be submitted at least one month before the previously approved completion date.

REGIONAL CONDITIONS WITHIN ILLINOIS:

NOTE: The Chicago District has proposed alternate regional conditions for work in McHenry, Kane, Lake, DuPage, Will and Cook Counties in Illinois. Information regarding Chicago District requirements can be accessed through their website at http://www.lrc.usace.army.mil/co-r/. If you have any questions regarding the Chicago District proposal, please contact Ms. Karon Marzec, Senior Project Manager, by telephone at 312/353-6400, ext. 4030 or e-mail karon.m.marzec@usace.army.mil.

1. Bank stabilization projects involving armoring of the streambank with riprap or the construction of retaining walls within High Value Subwatersheds exceeding 250 feet will require a PCN to the Corps of Engineers in accordance with Notification Condition (Number 13).
2. A proposed activity to be authorized under Nationwide Permits 12 or 14 within the Cache River Wetlands Areas (Alexander and Pulaski Counties), Kaskaskia River (Clinton, St. Clair, and Washington Counties), or Wabash River (Gallatin and White Counties) will require a PCN to the Corps of Engineers in accordance with the Notification Condition (Number 13).
3. Stormwater management facilities shall not be located within an intermittent stream.

High Value Subwatersheds – The state of Illinois has defined these areas through a combination of factors. Various sources of information were used to analyze and rank subwatersheds. Federal Threatened and Endangered Species, % of wetlands in the watershed, Natural Areas Inventory, and Biological Stream Categorization were factors used for High Value designation. A map highlighting these areas is attached with a numerical listing of the 8-digit hydrologic units.

D. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other Federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

E. Definitions

Best Management Practices (BMPs): BMPs are policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural. A BMP policy may affect the limits on a development.

Compensatory Mitigation: For purposes of Section 10/404, compensatory mitigation is the restoration, creation, enhancement, or in exceptional circumstances, preservation of wetlands and/or other aquatic resources for the purpose of compensating for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Creation: The establishment of a wetland or other aquatic resource where one did not formerly exist.

Enhancement: Activities conducted in existing wetlands or other aquatic resources that increase one or more aquatic functions.

Ephemeral Stream: An ephemeral stream has flowing water only during and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Farm Tract: A unit of contiguous land under one ownership that is operated as a farm or part of a farm.

Flood Fringe: That portion of the 100-year floodplain outside of the floodway (often referred to as "floodway fringe").

Floodway: The area regulated by Federal, state, or local requirements to provide for the discharge of the base flood so the cumulative increase in water surface elevation is no more than a designated amount (not to exceed one foot as set by the National Flood Insurance Program) within the 100-year floodplain.

Independent Utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Intermittent Stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of Waters of the US: Waters of the US that include the filled area and other waters that are permanently adversely affected by flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent above-grade, at-grade, or below-grade fills that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the US is the threshold measurement of the impact to existing waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and values. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Impacts to ephemeral streams are not included in the linear foot measurement of loss of stream bed for the purpose of determining compliance with the linear foot limits of NWPs 39, 40, 42, and 43. Waters of the US temporarily filled, flooded, excavated, or drained, but restored to preconstruction contours and elevations after construction, are not included in the measurement of loss of waters of the US.

Non-tidal Wetland: A non-tidal wetland is a wetland (i.e., a water of the US) that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open Water: An area that, during a year with normal patterns of precipitation, has standing or flowing water for sufficient duration to establish an ordinary high water mark. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. The term "open water" includes rivers, streams, lakes, and ponds. For the purposes of the NWPs, this term does not include ephemeral waters.

Perennial Stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Permanent Above-grade Fill: A discharge of dredged or fill material into waters of the US, including wetlands, that results in a substantial increase in ground elevation and permanently converts part or all of the waterbody to dry land. Structural fills authorized by NWPs 3, 25, 36, etc. are not included.

Preservation: The protection of ecologically important wetlands or other aquatic resources in perpetuity through the implementation of appropriate legal and physical mechanisms. Preservation may include protection of upland areas adjacent to wetlands as necessary to ensure protection and/or enhancement of the overall aquatic ecosystem.

Restoration: Re-establishment of wetland and/or other aquatic resource characteristics and function(s) at a site where they have ceased to exist, or exist in a substantially degraded state.

Riffle and Pool Complex: Riffle and pool complexes are special aquatic sites under the 404(b)(I) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Single and Complete Project: The term ``single and complete project'' is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers (see definition of independent utility). For linear projects, the ``single and complete project'' (i.e., a single and complete crossing) will apply to each crossing of a separate water of the US (i.e., a single waterbody) at that location. An exception is for linear projects crossing a single waterbody several times at separate and distant locations: each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies.

Stormwater Management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater Management Facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and BMPs, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream Bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream Channelization: The manipulation of a stream channel to increase the rate of water flow through the stream channel. Manipulation may include deepening, widening, straightening, armoring, or other activities that change the stream cross-section or other aspects of stream channel geometry to increase the rate of water flow through the stream channel. A channelized stream remains a water of the US, despite the modifications to increase the rate of water flow.

Tidal Wetland: A tidal wetland is a wetland (i.e., water of the US) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line (i.e., spring high tide line) and are inundated by tidal waters two times per lunar month, during spring high tides.

Vegetated Buffer: A vegetated upland or wetland area next to rivers, streams, lakes, or other open waters which separates the open water from developed areas, including agricultural land. Vegetated buffers provide a variety of aquatic habitat functions and values (e.g., aquatic habitat for fish and other aquatic organisms, moderation of water temperature changes, and detritus for aquatic food webs) and help improve or maintain local water quality. A vegetated buffer can be established by maintaining an existing vegetated area or planting native trees, shrubs, and herbaceous plants on land next to open- waters. Mowed lawns are not considered vegetated buffers because they provide little or no aquatic habitat functions and values. The establishment and maintenance of vegetated buffers is a method of compensatory mitigation that can be used in conjunction with the restoration, creation, enhancement, or preservation of aquatic habitats to

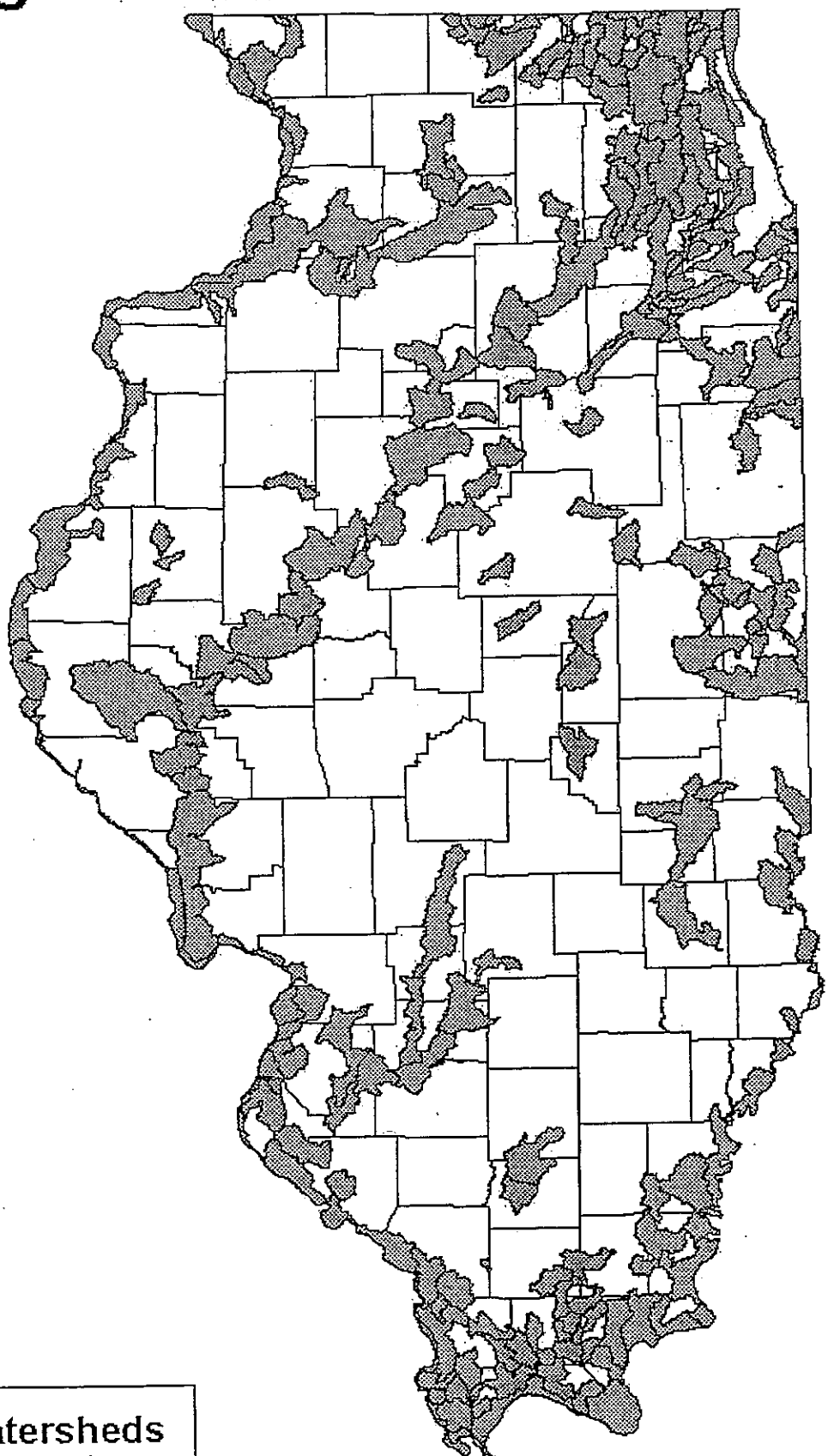
ensure that activities authorized by NWPs result in minimal adverse effects to the aquatic environment. (See General Condition 19.)

Vegetated Shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: A waterbody is any area that in a normal year has water flowing or standing above ground to the extent that evidence of an ordinary high water mark is established. Wetlands contiguous to the waterbody are considered part of the waterbody.

Unmarked Route
Section 119-1BR-I
Randolph County

High Value Subwatersheds



Watersheds
Counties

N

50 0 50 100 Miles

CATALOG UNIT*	SUB BASIN NAME
4040001	GREAT LAKES/CALUMET
4040002	GREAT LAKES/CALUMET
5120108	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120109	VERMILION (WABASH)
5120111	EMBARRAS/MID WABASH
5120112	EMBARRAS/MID WABASH
5120112	EMBARRAS/MID WABASH
5120112	EMBARRAS/MID WABASH
5120112	EMBARRAS/MID WABASH
5120113	LTL WAB/LOW WAB/SKILLET FK
5120114	LTL WAB/LOW WAB/SKILLET FK
5140203	SALINE/BAY
5140203	SALINE/BAY
5140203	SALINE/BAY
5140203	SALINE/BAY
5140203	SALINE/BAY
5140203	SALINE/BAY
5140203	SALINE/BAY
5140203	SALINE/BAY
5140203	SALINE/BAY
5140204	SALINE/BAY
5140204	SALINE/BAY
5140204	SALINE/BAY
5140204	SALINE/BAY
5140204	SALINE/BAY
5140204	SALINE/BAY
5140204	SALINE/BAY
5140204	SALINE/BAY
5140206	CACHE
5140206	CACHE
5140206	CACHE
5140206	CACHE
5140206	CACHE
5140206	CACHE
5140206	CACHE
5140206	CACHE
7060005	MISS NORTH
7060005	MISS NORTH
7060005	MISS NORTH
7060005	MISS NORTH
7060005	MISS NORTH
7060005	MISS NORTH

CATALOG UNIT*	SUB BASIN NAME
7080101	MISS NORTH
7080101	MISS NORTH
7080101	MISS NORTH
7080104	MISS NORTH CENTRAL
7080104	MISS NORTH CENTRAL
7080104	MISS NORTH CENTRAL
7090001	ROCK
7090003	PECATONICA
7090003	PECATONICA
7090004	PECATONICA
7090005	ROCK
7090005	ROCK
7090005	ROCK
7090005	ROCK
7090005	ROCK
7090005	ROCK
7090006	KISHWAUKEE
7090006	KISHWAUKEE
7090006	KISHWAUKEE
7090006	KISHWAUKEE
7090006	KISHWAUKEE
7090006	KISHWAUKEE
7090006	KISHWAUKEE
7090007	GREEN
7090007	GREEN
7110001	MISS CENTRAL
7110001	MISS CENTRAL
7110004	MISS CENTRAL
7110004	MISS CENTRAL
7110004	MISS CENTRAL
7110009	MISS SOUTH CENTRAL
7120001	KANKAKEE/IROQUOIS
7120001	KANKAKEE/IROQUOIS
7120001	KANKAKEE/IROQUOIS
7120001	KANKAKEE/IROQUOIS
7120001	KANKAKEE/IROQUOIS
7120001	KANKAKEE/IROQUOIS
7120001	KANKAKEE/IROQUOIS
7120002	KANKAKEE/IROQUOIS
7120002	KANKAKEE/IROQUOIS
7120002	KANKAKEE/IROQUOIS
7120003	GREAT LAKES/CALUMET
7120003	GREAT LAKES/CALUMET
7120003	GREAT LAKES/CALUMET
7120003	GREAT LAKES/CALUMET
7120003	GREAT LAKES/CALUMET
7120003	GREAT LAKES/CALUMET
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES

CATALOG UNIT*	SUB BASIN NAME
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120004	DES PLAINES
7120005	UPPER ILLINOIS
7120005	UPPER ILLINOIS
7120005	UPPER ILLINOIS
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120006	UPPER FOX
7120007	LOWER FOX
7120007	LOWER FOX
7120007	LOWER FOX
7120007	LOWER FOX
7120007	LOWER FOX
7120007	LOWER FOX
7120007	LOWER FOX
7130001	UPPER ILLINOIS
7130001	UPPER ILLINOIS
7130001	UPPER ILLINOIS
7130001	UPPER ILLINOIS
7130002	VERMILION
7130002	VERMILION
7130003	MIDDLE ILLINOIS
7130003	MIDDLE ILLINOIS
7130003	MIDDLE ILLINOIS
7130003	MIDDLE ILLINOIS
7130004	MACKINAW
7130004	MACKINAW
7130004	MACKINAW
7130004	MACKINAW
7130005	SPOON
7130006	UPPER SANGAMON
7130006	UPPER SANGAMON
7130006	UPPER SANGAMON
7130007	LOWER SANGAMON/S FORK
7130008	LOWER SANGAMON/S FORK

CATALOG UNIT*	SUB BASIN NAME
7130009	SALT FK, SANGAMON
7130009	SALT FK, SANGAMON
7130010	LA MOINE
7130010	LA MOINE
7130010	LA MOINE
7130010	LA MOINE
7130011	LOWER ILLINOIS
7130011	LOWER ILLINOIS
7130011	LOWER ILLINOIS
7140101	MISS SOUTH CENTRAL
7140101	MISS SOUTH CENTRAL
7140101	MISS SOUTH CENTRAL
7140101	MISS SOUTH CENTRAL
7140101	MISS SOUTH CENTRAL
7140105	MISS SOUTH
7140105	MISS SOUTH
7140105	MISS SOUTH
7140105	MISS SOUTH
7140105	MISS SOUTH
7140105	MISS SOUTH
7140105	MISS SOUTH
7140106	BIG MUDDY
7140106	BIG MUDDY
7140106	BIG MUDDY
7140106	BIG MUDDY
7140106	BIG MUDDY
7140108	CACHE
7140108	CACHE
7140108	CACHE
7140108	CACHE
7140108	CACHE
7140201	UPPER KASKASKIA
7140202	MIDDLE KASK/SHOAL
7140202	MIDDLE KASK/SHOAL
7140202	MIDDLE KASK/SHOAL
7140203	MIDDLE KASK/SHOAL
7140203	MIDDLE KASK/SHOAL
7140204	LOWER KASKASKIA
7140204	LOWER KASKASKIA
7140204	LOWER KASKASKIA
7140204	LOWER KASKASKIA
7140204	LOWER KASKASKIA

* - Leading zero does not display for these 8-digit hydrologic units.

UNTREATED TIMBER

UNTREATED TIMBER

This work shall be performed in accordance with section 507 of the Standard Specifications, except as modified herein.

All structural timber shall be Red Oak conforming to the requirements for the stresses and grades as specified in the plans, and shall be rough sawn to the dimensions shown on the plans. Nominal sizes will not be permitted.

Grading for Red Oak shall be per the Standard Grading Rules for Northeastern Lumber published by the Northeastern Lumber Manufacturing Association (NELMA). Inspection shall be per the requirements of the Illinois Department of Transportation Bureau of Materials and Physical Research Policy Memorandum 2001-08 (PM2001-08), titled Inspection Procedures and approved Inspection Agencies for Timber and Preservative-Treated Timber Products except as stated above. The grading inspection shall be performed by an independent agency engaged by the Contractor, or by the Contractor's supplier, and subject to the approval of the District Materials Engineer. The name and location of the timber producer, supplier, and grading agency shall be supplied at the preconstruction conference for Department review.

Members included in this item are bottom chord truss members, truss verticals, floor beams, floor joists, deck planks, curbs, siding support members, siding connectors, and knee braces.

Included in this item shall be the removal of the bottom chords of the truss, removal of the deteriorated truss members, and the removal and replacement of the existing cross bracing between floor beams. Connections of the cross bracing to the new floor beams shall be similar to that of the existing connections. This removal shall only be performed after the temporary shoring system is in place.

Method of measurement. This work shall be measured in accordance with Article 507.17 of the Standard Specifications except that the computation of quantity will be based on actual widths and thicknesses of the material.

Basis of payment. This work, including all labor, materials and equipment necessary to perform the work as specified, shall be paid for at the contract unit price per foot board measure for UNTREATED TIMBER.

J:\Unmarked\Covered Bridge Over Little Mary's River (Unmarked) (76602) (119-1BR)\Studies and Plans\Plans PS and E\Untreated Timber (revised per materials).doc

TREATED TIMBER

TREATED TIMBER

This work shall be performed in accordance with section 507 of the Standard Specifications, except as modified herein.

All structural timber shall be Red Oak conforming to the requirements for the stresses and grades as specified in the plans, and shall be rough sawn to the dimensions shown on the plans. Nominal sizes will not be permitted.

Grading for Red Oak shall be per the Standard Grading Rules for Northeastern Lumber published by the Northeastern Lumber Manufacturing Association (NELMA). Inspection shall be per the requirements of the Illinois Department of Transportation Bureau of Materials and Physical Research Policy Memorandum 2001-08 (PM2001-08), titled Inspection Procedures and approved Inspection Agencies for Timber and Preservative-Treated Timber Products except as stated above. The grading inspection shall be performed by an independent agency engaged by the Contractor, or by the Contractor's supplier, and subject to the approval of the District Materials Engineer. The name and location of the timber producer, supplier, and grading agency shall be supplied at the preconstruction conference for Department review.

All roof nailers, roof rafters, rafter extensions, siding members and battens, end-posts, and wood members in contact with concrete shall be treated to rejection in accordance with Article 1007.12 of the Standard Specifications. The preservative shall be ammoniacal copper arsenate (ACA) or chromated copper arsenate (CCA) applied per American Wood-Preservers' Association (AWPA) C14 standard except as noted herein. The treatment applicator shall provide certification that the timber to be treated had a maximum moisture content of 20% for a depth of at least 1/2" measured from the exterior surface prior to treatment in accordance to AWPA standard C1, and that the timber was treated to refusal per the specifications of AWPA C1 and has a minimum retention value of 0.20 pcf in the exterior 1/2". The agency performing the treatment inspection shall certify that they are AWPA accredited and that the material was pressure treated to refusal per section 2.2.1.4 of AWPA C1 standard. The treatment inspection shall meet the requirements of the Illinois Department of Transportation Bureau of Materials and Physical Research Policy Memorandum 2001-08 (PM2001-08), titled Inspection Procedures and approved Inspection Agencies for Timber and Preservative-Treated Timber Products except as stated above."

Any cut, bored, drilled or adzed surfaces of treated wood shall be repaired with a preservative meeting AWPA standard M4. The most common preservative being a copper naphthenate solution containing at least 2% copper. The preservative shall be applied to permit soaking of the exposed area and a minimum of two coats shall be applied.

Method of measurement. This work shall be measured in accordance with Article 507.17 of the Standard Specifications except that the computations of quantity will be based on actual widths and thicknesses of the material.

Basis of payment. This work, including all labor, materials and equipment necessary to perform the work as specified, shall be paid for at the contract unit price per foot board measure for TREATED TIMBER.

J:\Unmarked\Covered Bridge Over Little Mary's River (Unmarked) (76602) (119-1BR)\Studies and Plans\Plans PS and E\Treated Timber (revised per materials).doc

Added 02-24-2004

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4 and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter “the wage determination”) which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:
Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all suncontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in he contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted form the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

******

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

******

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

******

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

******

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at http://www.dot.state.il.us/desenv/delett.html.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.